

Town of Onancock

Town Council Meeting

Onancock Town Hall, 15 North St., Onancock, VA 23417

October 26, 2020 at 7:00 p.m.

PHYSICAL DISTANCING AND FACE MASKS ARE REQUIRED AT ALL TIMES

Agenda

1. Call to order and roll call
2. Pledge of Allegiance
3. Consideration and approval of meeting minute from:
 - a. September 28, 2020 Town Council meeting
4. Public Business:
 - a. Town Council Public Hearings:
 - i. Public hearing regarding Town Code Section 2-28 which would allow Town Council members to attend meetings remotely under certain and limited circumstances
 - ii. Public hearing regarding Town Code Section 12-1 which allows for the Town of Onancock to declare a local state of emergency
 - iii. Public hearing regarding sale of real property, Tax ID # 85A2-A-158
 - b. Resolution to allow Town Manager authority to proceed with the sale of property Tax ID # 85A2-A-158 with the execution of deeds and instruments to follow Town Code Section 2-3, Execution of deeds and instruments, signing of checks
 - c. Motion to accept the written bid from Murtech, Inc., which responded to the properly published and executed sealed bid process for the Onancock Wharf Boat Ramp Renovations project.
5. Council Discussion:
 - a. Police Department: 3-year plan
 - i. Resolution to state Town intent to apply for loans and grants to purchase two police vehicles using both USDA loan and grant funds
 - b. Discuss Town Code Sections 34-10, Trash collection fee; utility billing; disconnection; private usage, and 34-176, Water and Sewer Adjustments
 - c. Discuss Town Code Article III, Vehicle License
 - d. Discuss Town Code 38-206, Permitted Use of Wharf Facilities
6. Public comment
7. Committee Reports:
 - a. HRSD (Bob Bloxom)
 - b. Waterfront (Bob Bloxom)
 - c. Planning Commission (Bob Bloxom)
 - d. Personnel (Catherine Krause)
 - e. Strategic Planning (Fletcher Fosque)
8. Mayor's report
9. Town Manager's report
10. Council comments
11. Closed session (if required)
12. Adjourn

View meeting online by clicking the YouTube icon at the bottom of the Town's website (www.Onancock.com). Please note there is a 30-second delay. Send any questions or comments to Matt.Spuck@Onancock.com to be read aloud during the appropriate time on the agenda.

Town of Onancock
Town Council
September 28, 2020
7:00 p.m.

Call to Order and Roll Call:

Mayor Fosque called the meeting to order at 7:00 p.m. and roll was called. Mayor Fletcher Fosque and Councilmembers Robert Bloxom, Joy Marino, Catherine Krause, Ray Burger and Maphis Oswald were present. All members were present, and a quorum was established.

The Pledge of Allegiance was recited.

Mayor Fosque shared his cell phone number with those not in attendance due to the COVID-19 pandemic that way they could still participate in this evening's public hearing. Mayor Fosque also shared that Friday, October 2, 2020 the Accomack County Circuit Court would be hearing Hampton Roads Sanitation District's petition to allow Accomack County into their service area.

Consideration and Approval of the August 24, 2020 Regular Town Council Meeting:

Mayor Fosque asked if there were any changes or correction.

With none, Councilmember Krause made a motion to approve the minutes as written. Councilmember Oswald seconded the motion. The motion passed by unanimous voice vote.

Public Business:

- a. Town Council Public Hearing – Special Use Permit, 7 Ames Street: Mayor Fosque opened the public hearing at 7:02 p.m. Mr. Spuck shared that the homestay application meets the minimum requirements for approval. A few restrictions have been identified though: maximum of six-guests; and, ample driveway parking for up to three cars. Mr. Kirkpatrick, owner and applicant, made no comments.

Mayor Fosque read two letters from adjacent property owners that were unable to attend tonight's public hearing.

1. Brian Steward, 9 Ames Street, stated that the property in its current condition is a blight in an otherwise tidy area of Mt. Prospect. Mr. Steward listed several complaints about Mr. Kirkpatrick's previous long-term renters along with complaints about the unkept yard, the poor condition of the porch and the birds that reside under the siding.
2. Gregory & Patsy Felthousen, 5 Ames Street, shared their plan to retire to Onancock but their concern over Mr. Kirkpatrick's previous long-term renters, citing clothes being strewn about the yard for days on end, the renters "borrowing" other neighbor's lawn furniture when away, mold, and lack of yard maintenance. Mr. & Mrs. Felthousen stated that there should be more regulations to be in place before allowing Mr. Kirkpatrick to rent this property on a short-term basis.

Mayor Fosque opened the floor to public comment.

Mr. Robert Roberts, 13 Ames Street, shared that they have been residents of town for a year and half. During that time, it has been obvious that Mr. Kirkpatrick is not interested in the maintenance and upkeep of the property. There are frequently too many cars parked on the

property and along Ames Street, some of which did not appear to be registered. Mr. Roberts continued to state that while Aribnbs can be great especially since Onancock is a cool little town, he is concerned that Mr. Kirkpatrick is the wrong landlord to be granted approval for this purpose. There would need to be real time supervision of the property and its renters. Approval of this permit would essentially “stick it” to the neighboring houses and bad short-term renters would be gone before resolutions could be found. Mr. Roberts stated that he feels that homestays should be owner-occupied.

Mrs. Patsy Felthousen, 5 Ames Street, stated that she has no problems with Airbnbs but feels that there are other businesses located in the town that are better equipped to satisfy those short-term renters needs. Mrs. Flethousen also reiterated the concerns over parking on the lawn at 7 Ames Street and the lack of responsible ownership of Mr. Kirkpatrick.

Mayor Fosque closed the public hearing at 7:14 p.m. and opened the floor to council comment.

Councilmember Marino asked if a homestay landlord could revert to a long-term landlord. Could the landlord max out their six-person rental allotment in the special use permit and then rent to however many people on a longer basis? Councilmember Marino also expressed concern that the adjacent property owners were not notified of this public hearing like the Town Code requires. Mr. Spuck explained that adjacent property owners were sent notices as prescribed in the Town Code.

Councilmember Krause shared that there appears to be two considerations. One being regulatory, which the applicant does meet the minimum criteria. The other speaks to the integrity of the community. The dwelling is not up to the community standard and cars are parked all over the front yard. Allowing this owner, a special use permit for a homestay does not seem like something council should approve.

Mayor Fosque stated that the parking is a problem. The driveway is too narrow and extremely close to the neighbors. Mayor Fosque also explained that the Town Code does not require the owner to live at the property while using it as a homestay.

Councilmember Oswald stated that the Town Code clearly grants homeowners a right to live in their homes with peace and quiet. Homeowners should be comfortable in their own homes. Approval of this special use application would interfere with the peace and comfort of its neighbors. Councilmember Oswald also expressed concern over the parking of three vehicles in the driveway.

Councilmember Bloxom agreed with Councilmember Krause’s assessment of the two issues at hand; regulatory and the integrity of the community. Councilmember Bloxom also stressed the fact the neighbors have come out in full force against the approval of this application.

Councilmember Krause made a motion to deny the application for a Special Use Permit that allows 7 Ames Street to be used as a Homestay property for the reasons detailed in the minutes of tonight’s meeting. Councilmember Oswald seconded the motion. A roll call vote was taken.

Robert Bloxom YES/NO

Catherine Krause

YES/NO

Maphis Oswald YES/NO

Ray Burger

YES/NO

Joy Marino YES/NO

- b. Approve Appropriation of Second CARES Act Funding – Matt Spuck, Town Manager:
Mr. Spuck explained that the Town is receiving a second allocation of CARES Act funds. Mr. Spuck shared with council his plans to spend the funds at the August council meeting. Mr. Spuck asked that council approve the expenditures as detailed in tonight's Agenda Packet.

Mayor Fosque asked if there were any questions about Mr. Spuck's proposed expenditures. Councilmember Krause asked for clarification on the proposed expenditure for upstairs renovations. Mr. Spuck explained that this is a way for the town to be able to open up that space for community use. The space is large enough for physically distanced learning. The town has reached out to local school system and the community college who both agreed that this space could help them implement their education plans. Primarily this expenditure relates to electrical work that needs to be done to the building so it can handle additional electrical use.

Councilmember Marino asked about making the building handicapped accessible. Mr. Spuck explained that it was his hope that the town could receive FEMA grant funding in the future to help pay to make this building ADA Compliant.

Councilmember Bloxom made a motion to approve the appropriation of the second distribution of CARES Act funds as detailed in the materials for this evening's regular meeting, item 4b on the agenda. Councilmember Krause seconded the motion. The motion passed by unanimous voice vote.

Council Discussion:

- a. Consider the process to be used to review and possibly alter Town Code:
Mr. Spuck shared a timeline with council for reviewing Town Code. Mr. Spuck explained the process, which will take approximately four months to complete per item reviewed.

Councilmember Oswald asked if the expectation was for council to review the entire Code book. Mr. Spuck shared that council would not need to comment/change every code but there are a few codes that keep coming up a lot and revisions and enhancements would be helpful when managing those sections. Mr. Spuck explained that as the town grows, and changes, so will the code.

Councilmember Oswald asked if council could review the Town Code items in Work Sessions as opposed to Regular Meetings. Mayor Fosque suggested that council attempt to review code in the regular meetings so that the individual members do not get burned out on several meetings a month.

Mr. Spuck shared that Municode has sent the draft code changes to him which he will distribute for council review shortly. Mr. Spuck stated that it would be a great opportunity for council to select items to review with the full council.

Mayor Fosque suggested that they attempt to review code during the regular council meetings.

- b. Consider the water source and cost to Town owned buildings:

Mr. Spuck explained that at the previous council meeting there was discussion regarding the plantings that are going in around the Samuel Outlaw Blacksmith Shop and the water needed to properly care for them. Through a grant, the town will be planting 35 bushes/trees on that property. Town staff looked into the cost of digging a well which is in excess of \$4,000. Public Works Director, Bryan Horton, uncovered an old water meter that was on the property that had, at one point, serviced a house at that location. The meter works and is ready for use although it is currently locked. Mr. Spuck asked council for direction on whether the services would be billed to the Samuel Outlaw Blacksmith Shop 501c3 or would the services remain as a town expense since it is the town's property.

Discussion of other town owned properties and their renters ensued.

Councilmember Oswald asked how often the water would be used since there are no restroom facilities in the Blacksmith Shop. Mr. Spuck confirmed that it would only for the plantings and until they are mature enough to survive on their own.

Town Council verbally agreed to allow them to use town water for the plantings at no charge to them.

Public Comment:

Mrs. Priscilla Hart, Market Street, expressed her concern over the recent flushing of a fire hydrant on Market Street, stating that had she known this activity was going to be happening that day that she would have not been partaking in certain activities that day. Mrs. Hart asked that residents be notified ahead of time in the future. Mr. Spuck explained that this was not a scheduled activity and that there was a sewer issue down by the wharf and one of the methods Public Works uses to correct sewer issues is to jet water through the line. The other times hydrants are opened is when the Onancock Volunteer Fire Department uses that water. Mr. Spuck shared that he has already reached out to Fire Chief Adam James asking that the town be alerted in enough time to make the residents aware of potential water issues on those days. Mrs. Hart suggested that during an unscheduled hydrant flush that the surrounding homes be told in person by a Public Works staff member. Mr. Spuck further explained that approximately 200 homes were affected so just knocking on the immediate neighbors' doors is not effective enough. Mr. Spuck continued to share that the town is in the process of creating a robust database of residents' email addresses and/or cell phone numbers so that when things like this happen the town can reach out to a broad groups of people as quickly as possible.

Mr. Clinton Strand, Pine Street, thanked council for agreeing to not charge the Samuel Outlaw Blacksmith Shop 501c3 group for their water usage. Mr. Strand also thanked council for their continued hard work in the Northeast Section of town.

Committee Reports:

- a. HRSD Report, Councilmember Robert Bloxom:

Councilmember Bloxom shared that the committee had their first meeting on September 18, 2020. They discussed potential negotiation strategies which will be shared in more detailed during Town Council's closed session tonight. Councilmember Bloxom also shared the names and resumes of the potential law firms that the town could retain to help during the negotiations. The law firm of Pender & Coward in Virginia Beach have been identified as the potential best match for the town. The committee is also asking that council appropriate

\$25,000 to retain Pender & Coward. Mr. Spuck explained that town has ample reserves to cover this expense. Councilmember Bloxom shared that it is the committees hope that as part of the HRSD negotiations that HRSD will cover the cost of legal counsel but in case they do not the town will need to have funds available.

Councilmember Bloxom made a motion to engage Pender & Coward for the upcoming negotiations with HRSD and that town appropriate \$25,000 for possible legal fees incurred. Councilmember Krause seconded the motion.

Council discussion followed. Councilmember Oswald asked for clarification on the reserve funds that were mentioned as the potential funding source. Councilmember Bloxom explained that the town has reserve funds that are not part of the escrowed funds required as part of our bonds. Mr. Spuck also shared that water revenues are up so far this year and that could help cover this expense.

All members approved the motion by unanimous voice vote.

b. Waterfront Report, Councilmember Robert Bloxom:

Councilmember Bloxom explained that Town Manager, Matt Spuck, and Harbormaster, Craig Tanner, have drafted language which will allow for local residents to tie up at the wharf for a short time, maximum of four-hours, at no charge. They are required to check in with the wharf staff, staff will then direct them into an empty slip. Any time over four-hours is charged at a nominal fee.

Councilmember Oswald stated that she noticed that the harbor was full this past weekend, was there anything special done to promote the marina for this weekend. Mr. Spuck explained that it was the Urbana Yacht Club which comes to town at least once a season. Mr. Spuck shared that the town is capturing these clubs and their members contact information for future marketing efforts.

c. Planning Commission Report, Councilmember Robert Bloxom:

Councilmember Bloxom shared that at the last Planning Commission meeting the commission discussed the following Town Code items: trash, weeds, overgrown vegetation, and vehicles. Councilmember Bloxom explained that the commission had a robust conversation centered around these topics which unveiled a lot of intricacies involved with potential code changes and their enforcement efforts. Councilmember Bloxom shared that Town Manager, Matt Spuck, has been tasked with reaching out to other localities to see how they address these issues.

d. Personnel Committee Report, Councilmember Catherine Krause:
No meeting.

e. Strategic Planning Report, Mayor Fletcher Fosque:

Mayor Fosque explained that the committee has not been fully formed. Mr. Spuck explained that he anticipates that there will be two community members and one business member added to this committee along with the addition of one council member. Mayor Fosque asked for the list of those individuals interested. Mr. Spuck shared that Mrs. Carol Tunstall and Mr. Robert Spoth have expressed their interest in joining this committee. Mr. Spuck declined to share the

name of the business owner since they have not yet confirmed their interest. Councilmember Krause suggested that the new council member, Thelma Gillespie, be added to this committee.

The council verbally agreed to Mrs. Carol Tunstall, Mr. Robert Spoth and Councilmember Thelma Gillespie, along with Mayor Fosque (committee chairperson) and Matt Spuck, Town Manager serve as the Strategic Planning Committee.

Mayor's Report:

(Mayor Fosque gave his report before the Committee Reports Section of the Agenda.)

Mayor Fosque shared that the Onancock Main Street Initiative was granted, by the Governor, its full designation. Mayor Fosque congratulated the group stating that all their hard work paid off.

Mayor Fosque shared that he attended the VML Mayor's Institute last week online. Most of the conversations centered around the COVID-19 pandemic and that most of the towns are reporting good numbers on meals tax and the like. VML also has another virtual conference coming up soon and council members should attend if interested.

Mayor Fosque also shared that Councilmember Shyreka Riley has resigned from her seat. Unfortunately, she did not have the time available to invest in Town Council since she is working on building her new business. Per Town Code, Town Council must appoint a member to the vacant seat who must then run for reelection at the next Town Council general election in 2022. Mayor Fosque shared that there are a few individuals interested in the position, Carol Tunstall and Thelma Gillespie.

Councilmember Oswald nominated Thelma Gillespie. Councilmember Marino seconded the nomination.

Councilmember Burger stated that he did not know Ms. Gillespie.

Council voted on the nomination of Thelma Gillespie; Councilmember Bloxom, Krause, Marino & Oswald four in favor, Councilmember Burger abstained. The motion passed.

Town Manager's Report:

Mr. Spuck highlighted the following items of his report:

- Oak Tree Project behind the Roseland Theatre will begin Monday with the cleaning of the canopy. All surrounding neighbors have been alerted to the work.
- Wharf Ramp Project update: Four contractors have requested bid packets and on Thursday there will be a pre-bid meeting at the wharf. Final bids are due back to Town Hall on October 8, 2020 at 4:00 p.m. at which time Mayor Fosque will open the bids for review. The lowest qualified bidder will be selected and then their references will be checked.
- South Street Pump Station: The generator is failing, and the Public Works Department is doing everything they can to repair it, but it may not be enough. The cost to replace this generator is substantial and Mr. Spuck wanted council to be aware of the potential expense.
- Sewer Line Repair at the Wharf: Since the Public Works Department was not able to unclog the line, they rented a camera to scope the line and it was discovered that the old terracotta line has collapsed onto itself. The Public Works Department will be doing this repair in house and all neighboring homeowners have been alerted to the repair. During the repair homeowners will not be able to use water. The plan is to make the repair this Thursday, 10/1/20.

- Halloween: The CDC recently released its opinion on Halloween events during the COVID-19 pandemic. They are asking that people not participate in trick-or-treating, hayrides, trunk-o-treats or parties. Mr. Spuck has created a letter to this effect to be distributed to all residents of Onancock. The letter is also asking town residents to sign up to be a part of the town's database. Council discussion ensued. Mr. Spuck explained that this is a unique time and if someone chooses to distribute candy there will be no fines and no one to enforce the CDC guidelines but that town should maintain a clear position on the holiday. Councilmember Marino asked what the other communities are doing for Halloween. Mr. Spuck shared that they are all doing similar things to Onancock. Council agreed to send the letter but asked Mr. Spuck to better outline the CDC's guidelines.
- Resignation of the Town Attorney, John Custis: Mr. Custis has resigned but has also agreed to stay in place until a new attorney could be identified. Mr. Spuck shared that there is a prospect, but he wanted to vet this individual further before bringing them before council.

Council Comments:

Councilmember Krause welcomed Ms. Thelma Gillespie to Town Council. All members mimicked her sentiment.

Closed Session (if required):

Councilmember Bloxom made a motion to enter into a closed session of Town Council pursuant to §2.2-3711 of Virginia Code to discuss two matters:

1. *To discuss the job performance of the Town Manager as it relates to the 90-day probation period included in the employment agreement;*
2. *To discuss the disposition of real property located at 23656 North Street and 9 Justis Street.*

Councilmember Krause seconded the motion. The motion passed by unanimous voice vote.

Town Council convened closed session at 8:26 p.m.

Councilmember Bloxom made a motion to end the Closed Session of this regular meeting of the Onancock Town Council and certify by roll call vote that the items discussed in the closed session align with the purpose stated in motion made in public session. Councilmember Oswald seconded the motion.

Roll Call Vote:

Robert Bloxom	YES/NO	Catherine Krause	YES/NO
Maphis Oswald	YES/NO	Ray Burger	YES/NO
Joy Marino	YES/NO		

Adjourn:

Councilmember Bloxom made a motion to adjourn the. Councilmember Krause seconded the motion. The motion passed by unanimous voice vote.

The meeting adjourned at 9:12 p.m.

Fletcher Fosque, Mayor

Lisa Fiege, Deputy Clerk

Sec. 2-29. Remote Participation.

A member of Council may participate electronically if he or she cannot attend due to a temporary or permanent disability, other medical condition, or due to an emergency or personal matter and the public records (minutes) reflect that fact. The remote location of the council member need not be open to the public. The minutes shall record the reason for the member's absence and the remote location from which the member participated. The remote participant must be heard by all persons at the primary meeting location. The ability to attend meetings remotely is available equally to all members of Council and the Mayor. A member's remote attendance may be disapproved by a vote of the member's attending the meeting in the physical location if the remote attendance violates this policy in any material way. The disapproval must be noted in the meeting minutes. An individual may participate electronically no more than two meetings per year if the reason is for a personal emergency or personal matter. The body must maintain a physical quorum for the meeting. A member attending electronically may vote but may not be considered in the meeting's quorum. All votes made when a member attends electronically must be by individual roll call.

§ 2.2-3708.2

Sec. 12-1: Declaration of a State of Emergency

§ 44-146.21. Declaration of local emergency.

- A. A local emergency may be declared by the Town Manager, hereinafter "Local Director of Emergency Management" with the consent of the Town Council of the Town of Onancock. In the event the town council cannot convene due to the disaster or other exigent circumstances, the director, or in his absence, the Mayor, hereinafter "deputy director," or in the absence of both the director and deputy director, the Chief of Police may declare the existence of a local emergency, subject to confirmation by the Town Council at its next public meeting or at a special meeting within 45 days of the declaration, whichever occurs first. The Town Council, when in its judgment all emergency actions have been taken, shall take appropriate action to end the declared emergency. The declaration and end of declared state of emergency shall be voted on in public session of a Town Council meeting, whether normally scheduled or special session.
- B. A declaration of a local emergency as defined in § 44-146.16 shall activate the local Emergency Operations Plan and authorize the furnishing of aid and assistance thereunder.
- C. Whenever a local emergency has been declared, the director of emergency management of the Town of Onancock or the Mayor of the Town of Onancock in the absence of the director, if so authorized by the Town Council, may control, restrict, allocate or regulate the use, sale, production and distribution of food, fuel, clothing and other commodities, materials, goods, services and resource systems which fall only within the boundaries of the jurisdiction and which do not impact systems affecting adjoining or other political subdivisions, enter into contracts and incur obligations necessary to combat such threatened or actual disaster, protect the health and safety of persons and property and provide emergency assistance to the victims of such disaster, and proceed without regard to time-consuming procedures and formalities prescribed by law (except mandatory constitutional requirements) pertaining to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and materials, and other expenditures of public funds, provided such funds in excess of appropriations in the current approved budget, unobligated, are available. Whenever the Governor has declared a state of emergency, each political subdivision affected may, under the supervision and control of the Governor or his designated representative, enter into contracts and incur obligations necessary to combat such threatened or actual disaster beyond the capabilities of local government, protect the health and safety of persons and property and provide emergency assistance to the victims of such disaster. In exercising the powers vested under this section, under the supervision and control of the Governor, the political subdivision may proceed without regard to time-consuming procedures and formalities prescribed by law pertaining to public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and materials, levying of taxes, and appropriation and expenditure of public funds.
- D. No interjurisdictional agency or official thereof may declare a local emergency. However, an interjurisdictional agency of emergency management shall provide aid and services to the affected political subdivision authorizing such assistance in accordance with the agreement as a result of a local or state declaration.
- E. None of the provisions of this chapter shall apply to the Emergency Disaster Relief provided by the American Red Cross or other relief agency solely concerned with the provision of service at no cost to the citizens of the Commonwealth.

§ 44-146.16. Definitions.

As used in this chapter, unless the context requires a different meaning:

"Communicable disease of public health threat" means an illness of public health significance, as determined by the State Health Commissioner in accordance with regulations of the Board of Health, caused by a specific or suspected infectious agent that may be reasonably expected or is known to be readily transmitted directly or indirectly from one individual to another and has been found to create a risk of death or significant injury or impairment; this definition shall not, however, be construed to include human immunodeficiency viruses or tuberculosis, unless used as a bioterrorism weapon.

"Individual" shall include any companion animal. Further, whenever "person or persons" is used in Article 3.02 (§ 32.1-48.05 et seq.) of Chapter 2 of Title 32.1, it shall be deemed, when the context requires it, to include any individual.

"Cyber incident" means an event occurring on or conducted through a computer network that actually or imminently jeopardizes the integrity, confidentiality, or availability of computers, information or communications systems or networks, physical or virtual infrastructure controlled by computers or information systems, or information resident thereon. "Cyber incident" includes a vulnerability in information systems, system security procedures, internal controls, or implementations that could be exploited by a threat source.

"Disaster" means (i) any man-made disaster, including any condition following an attack by any enemy or foreign nation upon the United States resulting in substantial damage of property or injury to persons in the United States including by use of bombs, missiles, shell fire, or nuclear, radiological, chemical, or biological means or other weapons or by overt paramilitary actions; terrorism, foreign and domestic; cyber incidents; and any industrial, nuclear, or transportation accident, explosion, conflagration, power failure, resources shortage, or other condition such as sabotage, oil spills, and other injurious environmental contaminations that threaten or cause damage to property, human suffering, hardship, or loss of life and (ii) any natural disaster, including any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, drought, fire, communicable disease of public health threat, or other natural catastrophe resulting in damage, hardship, suffering, or possible loss of life.

"Discharge" means spillage, leakage, pumping, pouring, seepage, emitting, dumping, emptying, injecting, escaping, leaching, fire, explosion, or other releases.

"Emergency" means any occurrence, or threat thereof, whether natural or man-made, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property or natural resources and may involve governmental action beyond that authorized or contemplated by existing law because governmental inaction for the period required to amend the law to meet the exigency would work immediate and irrevocable harm upon the citizens or the environment of the Commonwealth or some clearly defined portion or portions thereof.

"Emergency services" means the preparation for and the carrying out of functions, other than functions for which military forces are primarily responsible, to prevent, minimize, and repair injury and damage resulting from disasters, together with all other activities necessary or incidental to the preparation for and carrying out of the foregoing functions. These functions include, without limitation, firefighting

services, police services, medical and health services, rescue, engineering, warning services, communications, radiological, chemical, and other special weapons defense, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, emergency resource management, existing or properly assigned functions of plant protection, temporary restoration of public utility services, and other functions related to civilian protection. These functions also include the administration of approved state and federal disaster recovery and assistance programs.

"Hazard mitigation" means any action taken to reduce or eliminate the long-term risk to human life and property from natural hazards.

"Hazardous substances" means all materials or substances that now or hereafter are designated, defined, or characterized as hazardous by law or regulation of the Commonwealth or regulation of the United States government.

"Interjurisdictional agency for emergency management" is any organization established between contiguous political subdivisions to facilitate the cooperation and protection of the subdivisions in the work of disaster prevention, preparedness, response, and recovery.

"Local emergency" means the condition declared by the local governing body when in its judgment the threat or actual occurrence of an emergency or disaster is or threatens to be of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate the damage, loss, hardship, or suffering threatened or caused thereby, provided, however, that a local emergency arising wholly or substantially out of a resource shortage may be declared only by the Governor, upon petition of the local governing body, when he deems the threat or actual occurrence of such an emergency or disaster to be of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate the damage, loss, hardship, or suffering threatened or caused thereby, and provided, however, nothing in this chapter shall be construed as prohibiting a local governing body from the prudent management of its water supply to prevent or manage a water shortage.

"Local emergency management organization" means an organization created in accordance with the provisions of this chapter by local authority to perform local emergency service functions.

"Major disaster" means any natural catastrophe, including any: hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought, or regardless of cause, any fire, flood, or explosion, in any part of the United States, which, in the determination of the President of the United States is, or thereafter determined to be, of sufficient severity and magnitude to warrant major disaster assistance under the Stafford Act (P.L. 93-288 as amended) to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby and is so declared by him.

"Political subdivision" means any city or county in the Commonwealth and, for the purposes of this chapter, the Town of Onancock and any town of more than 5,000 population that chooses to have an emergency management program separate from that of the county in which such town is located.

"Resource shortage" means the absence, unavailability, or reduced supply of any raw or processed natural resource or any commodities, goods, or services of any kind that bear a substantial relationship to the health, safety, welfare, and economic well-being of the citizens of the Commonwealth.

"State of emergency" means the condition declared by the Governor when in his judgment the threat or actual occurrence of an emergency or a disaster in any part of the Commonwealth is of sufficient severity and magnitude to warrant disaster assistance by the Commonwealth to supplement the efforts and available resources of the several localities and relief organizations in preventing or alleviating the damage, loss, hardship, or suffering threatened or caused thereby and is so declared by him.

Town Council:

Bob Bloxom
Ray Burger
Thelma Gillespie
Catherine Krause
Joy Marino
Maphis Oswald



Mayor: Fletcher Fosque
Town Manager: Matt Spuck

15 North Street
Onancock, VA 23417

757-787-3363
www.Onancock.com

TOWN OF ONANCOCK, VA
NOTICE OF PUBLIC HEARING
ONANCOCK TOWN COUNCIL

October 15, 2020

To: Adjacent Property Owners

Re: **Public Hearing on sale of real property owned by Town of Onancock**

Dear Sir or Madam:

This letter is to notify you that the Town Council for the Town of Onancock will hold a **public hearing** on the above referenced item on **Monday, October 26, 2020** at 7:00 PM in the Council Chambers of the Town Hall located at 15 North Street, Onancock, VA 23417.

85A2-A-158 *The Town of Onancock owns the real property with the tax map number 85A2-A-158 located on the east side of Justis Street immediately south of numbers 5 and 7. Currently, the Town uses this property to house old and rarely used fixtures and equipment. The Town would like to sell this property for residential development with the condition that easements are given at no cost to immediate neighbors at numbers 5 and 7 for the shared driveway as well as an easement for a small portion of the east end of the property for use by 7 Justis. Without this sale, the Town will likely need to use the property for additional storage of vehicles, equipment, and fixtures. The Town wishes to preserve the residential character of the neighborhood, which this sale would ensure.*

A copy of the zoning map and staff report are available for review upon request. Questions or comments may be directed to Matt Spuck, Town Manager, at 757-787-3363, or email at Matt.Spuck@Onancock.com.

Should you have any questions about this notice, feel free to contact me at your convenience.

Sincerely,

Matt Spuck
Town Manager

RESOLUTION OF TOWN COUNCIL

TOWN OF ONANCOCK

The Town Council of the Town of Onancock, Va, consisting of _____ members, in a duly called meeting held on the _____ day of _____, 2020, at which a quorum was present **RESOLVED** as follows:

BE IT HEREBY RESOLVED that the Town of Onancock intends to investigate the possibility of disposing real property owned by the Town of Onancock (Tax ID # 85A2-A-158) in accordance with Code of Virginia §15.2-1800, and

BE IT FURTHER RESOLVED that the Town Manager of the Town of Onancock be authorized to proceed on behalf of the Town Council, the above-referenced transaction, in accordance with Town Code Section 2-3, Execution of deeds and instruments, signing of checks.

This Resolution is hereby entered into the permanent minutes of the meetings of this Town Council.

TOWN OF ONANCOCK
[ENTITY NAME]

By: _____
[SIGNATURE AND TITLE]

Attest: _____
[SIGNATURE AND TITLE]

CERTIFICATION

I hereby certify that the above Resolution was duly adopted by the Town Council of the Town of Onancock in a duly assembled meeting on the _____ day of _____, 2020.

Secretary/Clerk

§ 15.2-1800. Purchase, sale, use, etc., of real property

A. A locality may acquire by purchase, gift, devise, bequest, exchange, lease as lessee, or otherwise, title to, or any interests in, any real property, whether improved or unimproved, within its jurisdiction, for any public use. Acquisition of any interest in real property by condemnation is governed by Chapter 19 (§ 15.2-1901 et seq.). The acquisition of a leasehold or other interest in a telecommunications tower, owned by a nongovernmental source, for the operation of a locality's wireless radio communications systems shall be governed by this chapter.

B. Subject to any applicable requirements of Article VII, Section 9 of the Constitution, any locality may sell, at public or private sale, exchange, lease as lessor, mortgage, pledge, subordinate interest in or otherwise dispose of its real property, which includes the superjacent airspace (except airspace provided for in § 15.2-2030) which may be subdivided and conveyed separate from the subjacent land surface, provided that no such real property, whether improved or unimproved, shall be disposed of until the governing body has held a public hearing concerning such disposal. However, the holding of a public hearing shall not apply to (i) the leasing of real property to another public body, political subdivision or authority of the Commonwealth or (ii) conveyance of site development easements, or utility easements related to transportation projects, across public property, including, but not limited to, easements for ingress, egress, utilities, cable, telecommunications, storm water management, and other similar conveyances, that are consistent with the local capital improvement program, involving improvement of property owned by the locality. The provisions of this section shall not apply to the vacation of public interests in real property under the provisions of Articles 6 (§ 15.2-2240 et seq.) and 7 (§ 15.2-2280 et seq.) of Chapter 22.

C. A city or town may also acquire real property for a public use outside its boundaries; a county may acquire real property for a public use outside its boundaries when expressly authorized by law.

D. A locality may construct, insure, and equip buildings, structures and other improvements on real property owned or leased by it.

E. A locality may operate, maintain, and regulate the use of its real property or may contract with other persons to do so.

Notwithstanding any contrary provision of law, general or special, no locality providing access and opportunity to use its real property, whether improved or unimproved, may deny equal access or a fair opportunity to use such real property to, or otherwise discriminate against, the Boy Scouts of America or the Girl Scouts of the USA. Nothing in this paragraph shall be construed to require any locality to sponsor the Boy Scouts of America or the Girl Scouts of the USA, or to exempt any such groups from local policies governing access to and use of a locality's real property. The provisions of this paragraph applicable to a locality shall also apply equally to any local governmental entity, including a department, agency, or authority.

F. This section shall not be construed to deprive the resident judge or judges of the right to

control the use of the courthouse.

G. "Public use" as used in this section shall have the same meaning as in § 1-219.1.

Code 1950, § 15-692; 1962, c. 623, § 15.1-262; 1968, c. 418; 1974, c. 282; 1977, c. 269; 1979, c. 431; 1980, cc. 212, 559; 1984, c. 241; 1986, cc. 477, 573; 1990, c. 813; 1997, c. 587; 1998, c. 696; 2005, c. 822; 2006, c. 57; 2007, cc. 882, 901, 926; 2017, c. 401.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Sec. 2-3. Execution of deeds and instruments; signing of checks.

All deeds for the conveyance or exchange of the property of the town and all agreements or other instruments requiring the seal of the town to be affixed thereto shall, when authorized by the mayor and council, be signed in the name of the town by the mayor, with the seal of the town affixed thereto, and attested by the town clerk. All checks shall be countersigned by the mayor and the town manager, or, in the absence of the mayor, by the vice- mayor or a member of the town council, and the town manager, or, in the absence of both the town manager and the mayor, by two authorized members of the town council.

(Code 1989, § 2-3)

J. W. SALM ENGINEERING, INC.

P.O. Box 397
9842 Main Street, Suite 3
Berlin, MD 21811

phone: 410.641.0126
e-mail: comments@jwse.com

October 15, 2020

Mathew Spuck
Town Manger
Town of Onancock
15 North St.
Onancock, VA 23417

Re: Bid Report – Onancock Wharf Boat Ramp Revisions, Town of Onancock, Accomack County, Virginia

Dear Mr. Spuck,

Bids have been received by Town of Onancock for the Onancock Wharf Boat Ramp Project. One bid was received. This bid has been reviewed by J. W. Salm Engineering, Inc. The Bid price is \$221,464 with the contingency items but without the performance bond. This Bid was submitted by Murtech, Inc., Salisbury, Maryland.

The bid was reviewed and it was determined that it was responsive to the requirements in the Scope of Work. Murtech, Inc. has recently constructed several projects for Accomack County that were designed by *JWSE*. Additionally, *JWSE* contacted some of the additional provided references, all were freely offered and were highly favorable. Based upon this reference check *JWSE* believes that Murtech Marine Division is a responsible bidder.

Based on our review and findings, *JWSE* recommends award of this work to Murtech, Inc. *JWSE* remains available to respond to any comments or to answer any question on this matter.

Very truly yours,
J. W. SALM ENGINEERING, INC.

By: *John W. Salm, III*

John W. Salm, III, P.E.
President

Town Council:

Bob Bloxom
Ray Burger
Catherine Krause
Joy Marino
Maphis Oswald



Mayor: Fletcher Fosque
Town Manager: Matt Spuck

15 North Street
Onancock, VA 23417

757-787-3363
www.Onancock.com

Onancock Wharf Boat Ramp Renovations

IFB # 2020-09

MURTECH, INC
424 MILL STREET
SALISBURY, MD 21801

Matt Spuck, Town Manager, Onancock, VA

9/18/20

Contained herein are Bid Forms, General Terms and Conditions, and Instructions to Bidders

Town Council:

Bob Bloxom
Ray Burger
Catherine Krause
Joy Marino
Maphis Oswald



Mayor: Fletcher Fosque
Town Manager: Matt Spuck

15 North Street
Onancock, VA 23417

757-787-3363
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Town of Onancock
15 North Street, Onancock, Virginia 23417
Telephone: (757) 787-3363 fax: (757) 787-3309
IFB # 2020-09- Onancock Wharf Boat Ramp Renovations

The Town of Onancock is seeking sealed bids from qualified Virginia licensed contractors for renovations to the Onancock Wharf Boat Ramp located at the end of Market Street near King Street.

Work shall include the demolition of an existing boat ramp and bulkhead, the construction of a new 61-foot long, 1-foot clear width, boat ramp and a new 63.5-foot long bulkhead along with the re-facing of up to 105 linear feet of existing bulkhead. All work is detailed and described in the bid package, and as shown on the drawings prepared by J.W. Salm Engineering, Inc., titled: "Onancock Wharf Boat Ramp" dated: August 2020.

***Work shall be completed 180 days after award of contract.**

Sealed bids must be delivered to the Onancock Town Hall Office, 15 North Street, Onancock, VA 23417 or may be mailed to same before **Friday, October 8 at 3:00 PM**. Immediately thereafter at 4:00 PM, all bids received by the due date and time will be publicly opened and read aloud in the **Council Chambers** at 15 North Street, Onancock, VA. Bids received after the due date and time will be returned unopened.

Project Contact Information:

Matt Spuck, Town Manager, Town of Onancock
757-787-3363; Matt.Spuck@Onancock.com
John Salm, President ~ J.W. Salm Engineering
410-251-4066; jsalm@iwse.com

Town Council:

Bob Bloxom
Ray Burger
Catherine Krause
Joy Marino
Maphis Oswald



Mayor: Fletcher Fosque
Town Manager: Matt Spuck

15 North Street
Onancock, VA 23417

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BID SCHEDULE

Base Project

Item	Unit	Qty.	Unit Cost	Total Cost
1 Demolition and Disposal	L.S.	1	25,000	25,000
2 Construct New Boat Ramp	L.S.	1	79,984	79,984
3 Timber Bulkhead Pile	EA.	9	800	7,200
4 Tie Rod (w/ Couplers)	L.F.	130	14.50	1,885
5 Platipus or Manta Ray Anchors	EA.	9	205	1,845
6 Bulkhead/Whaler, Timber Walkway	L.F.	64	765	48,960
7 Re-face Existing Bulkhead	L.F.	56	870	49,840
Sub-Total, Base Project:				214,714
Add for Performance Bond for Base Project:				219,990

Base Project - Contingency

Item	Unit	Qty.	Unit Cost	Total Cost
C-1 Pavement Repair & Striping	S.Y.	25	270	6,750
Sub-Total, Base Project + Contingency:				221,464
Add for Performance Bond for Base Project + Contingency:				227,000

Add/Alt. for West facing Wharf

Item	Unit	Qty.	Unit Cost	Total Cost
A-1 Re-face Existing Bulkhead	L.F.	50	1,450	72,500
A-2 Timber Walkway Repair	L.S.	1	6,500	6,500
Sub-Total, Add/Alt. for West facing Wharf:				79,000
Add for Performance Bond for Add/Alt for West facing Wharf:				80,975

Base Project Total: 219,990.00

(Numbers)

(includes Performance Bond for Base Project)

TWO HUNDRED NINETEEN THOUSAND NINE HUNDRED NINETY DOLLARS AND NO/100

(Words)

Base Project + Add/Alt. for Re-facing West facing Wharf Total: 300,965.00

(Numbers)

(includes Performance Bond for North and West Wharf)

THREE HUNDRED THOUSAND NINE HUNDRED SIXTY FIVE DOLLARS AND NO/100

(Words)

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Murtech, Inc.

(Here insert full name and address or legal title of Contractor)

820 Cromwell Park Drive, Ste. J, Glen Burnie, MD 21061

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company

(Here insert full name and address or legal title of Surety)

13830 Ballantyne Corporate Place, Charlotte, NC 28277

a corporation duly organized under the laws of the State of New Hampshire

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Town of Onancock, 15 North St., Onancock, VA 23417

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount bid

Dollars(\$ 5% of bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

IFB #2020-09 - Onancock Wharf Boat Ramp Renovations

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

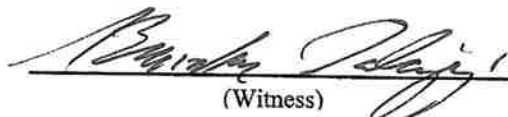
8th


day of


October

2020

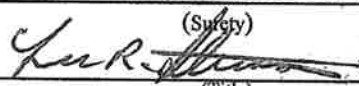
Murtech, Inc.


(Witness)


(Principal) (Seal)
VICE PRESIDENT
(Title)


(Witness)

Nick Stevens

The Ohio Casualty Insurance Company
(Surety) (Seal)

(Title)
Lee R. Stevens, Attorney-In-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202432-969130

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lee R. Stevens; Mark A. Congdon; Nicholas J. Stevens

all of the city of Sykesville state of MD each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of October, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of October, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Town Council:

Bob Bloxom
Ray Burger
Catherine Krause
Joy Marino
Maphis Oswald



Mayor: Fletcher Fosque
Town Manager: Matt Spuck

15 North Street
Onancock, VA 23417

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www.Onancock.com

Bid Item Descriptions

Prices bid for unit cost items (excluding lump sum items), include estimated quantities. The Owner reserves the right to adjust actual quantities of construction to -50% or +50% of the estimated quantities and these shall be provided by the Contractor for the unit price costs bid.

Item No. 1: Demolition and Disposal

Unit = Lump Sum (L.S.)

Work shall include demolition, full removal, and proper disposal of any and all materials from the project site that are to be discarded as part of the planned construction. Materials include, but are not limited to: timber piles, sheet piles, concrete, blocks, asphalt pavement, soil spoils, etc. If encountered, it is the Contractor's sole responsibility to identify and properly dispose of any hazardous materials found on site during construction.

Item No. 2: Construct New Concrete Boat Ramp

Unit = Lump Sum (L.S.)

Work shall include preparation and construction of the new reinforced concrete boat ramp as shown, specified and detailed on the drawings, including all; mobilization, transportation, materials, tools, set-up, cofferdamming, de-watering, positioning, forming, hardware, finishing, concrete placement and curing, clean-up, adjustment and all appurtenances and incidentals, for a complete installation.

Item No. 3: Furnish and Install: New 12-inch Diameter, Timber Bulkhead Piles

Unit = Each (EA.)

Work shall include furnishing and installing: new, 12-inch diameter, treated timber bulkhead piles as shown, specified and detailed on the drawings, including all; mobilization, transportation, materials, tools, set-up, hammer or vibratory driving, positioning, hardware, trimming, clean-up, adjustment and all appurtenances and incidentals, for a complete installation.

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Item No. 4: Furnish and Install: New, Galvanized, All thread Tie-rod including Couplers as applicable and when required.

Unit = Linear feet (L.F.) – Maximum pay length 20 linear feet for each tie-rod installation.

Work shall include furnishing and installing: new, hot-dip galvanized steel, all-thread, continuous tie rod, as shown, specified and detailed on the drawings, including all; mobilization, transportation, materials, tools, drilling through existing bulkheads, set-up, pulling, couplers if and as required, hardware, proof-load testing, record-keeping, trimming, clean-up, adjustment and all appurtenances and incidentals, for a complete installation.

Item No. 5: Furnish and Install: New, Galvanized, Manta Ray or Platipus Anchors

Unit = Each (EA.)

Work shall include furnishing and installing: new, hot-dip galvanized steel, Manta Ray or Platipus anchors of the size required for the specified load, determined by on-site proof testing, as shown, specified and detailed on the drawings, including all; mobilization, transportation, materials, tools, set-up, proof testing drilling, pulling, couplers if and as required, load-locking, proof-load testing, record-keeping, clean-up, and all appurtenances and incidentals, for a complete installation.

Item No. 6: Furnish and Install: New Bulkhead, Whaler, Backer Board and Timber System.

Unit = Linear feet (L.F.)

Work shall include furnishing and installing: new, synthetic sheet pile and treated timber whalers, backer clamp boards, timber walkway, and blocking, as shown, specified and detailed on the drawings, including all; mobilization, transportation, materials, tools, set-up, backfill, compaction, temporary shoring, hardware, clean-up and all appurtenances and incidentals, for a complete installation.

Item No. 7: Furnish and Install: Bulkhead Re-facing

Unit = Linear Feet (L.F.)

Work shall include furnishing and installing: new, Denso Fiber Form jackets, Denso Series 500 Grout fill, and re-using or furnishing new treated timber whalers, backer clamp boards, timber walkway, blocking, and all hardware, as shown, specified and detailed on the drawings, including all; mobilization, transportation, materials, tools, set-up, cofferdamming, de-watering, pulling of existing pilings, where required, drilling through existing bulkheads, cut-off of existing bulkhead if and when required, backfill, compaction, temporary shoring, hardware, clean-up and all appurtenances and incidentals, for a complete installation.

Town Council:

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Ray Burger
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Town Manager: Matt Spuck*

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Item No. C-1: Pavement
Unit = Square Yard (S.Y.)

Work shall include furnishing and installing: new, full-depth pavement repair and solid white striping, in-kind, where required, including all; mobilization, transportation, materials, backfill, tools, set-up, pavement placement and compaction, clean-up and all appurtenances and incidentals, for a complete installation.

Item No. A-1: Re-face Existing Bulkhead
Unit = Linear Feet (L.F.)

Work shall include furnishing and installing: new, Denso Fiber Form jackets, Denso Series 500 Grout fill, and re-using or furnishing new treated timber walers, backer clamp boards, blocking, and all hardware, as shown, specified and detailed on the drawings, including all; mobilization, transportation, materials, tools, set-up, cofferdamming, de-watering, pulling of existing pilings, if and when required, drilling through existing bulkheads, cut-off of existing bulkhead where required, backfill, compaction, temporary shoring, hardware, clean-up and all appurtenances and incidentals, for a complete installation.

Item No. A-2: Timber Walkway Repair
Unit = Lump Sum (L.S.)

Work shall include furnishing and installing: new, timber walkway, as shown, specified and detailed on the drawings, including all; mobilization, transportation, materials, tools, set-up, compaction, temporary shoring, hardware, clean-up and all appurtenances and incidentals, for a complete installation.

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BID FORM

REFERENCE LIST

The bidder is required to state, in detail, in the space provided below, work similar in nature that he or she has performed, to give references and such other detailed information to enable the Town to make an accurate assessment of the bidder's responsiveness and responsibility regarding this bid. Bids from contractors inexperienced in this particular type of work will not be considered.

SEE ATTACHED


Murtech, Inc
 424 Mill St
 Salisbury, MD 21801

MURTECH

MARINE DIVISION

Murtech, Inc – Reference List

Company Name:	Cape Charles Yacht Center	Company Name:	Town of Ocean City
Type of Work:	New Build – Marina	Type of Work:	64 th St. Boat Ramp/Parking Lot
Address:	PO Box 395	Address:	301 N. Baltimore Ave.
Town, State, Zip Code:	Eastville, VA 23347	Town, State, Zip Code:	Ocean City, MD 21842
Contact Person:	Dan Brown	Contact Person:	Paul Mauser
Telephone Number:	757-6950265	Telephone Number:	4433591489
Date of Service:	2014	Date of Service:	2016
Email:	Danbrown.va@gmail.com	Email:	
Company Name:	Worcester County	Company Name:	City of Crisfield
Type of Work:	Big Mill Pond Bridge	Type of Work:	Town Depot – Steel Bulkhead
Address:	6113 Timmons RD	Address:	319 W. Main St.
Town, State, Zip Code:	Snow Hill, MD 21863	Town, State, Zip Code:	Crisfield, MD 21817
Contact Person:	Frank Adkins	Contact Person:	Rick Pollitt, Jr.
Telephone Number:	410-632-2244	Telephone Number:	4109681333
Date of Service:	2017	Date of Service:	2015
Email:	Fadkins@co.worcester.md.us	Email:	Rpollit@crisfieldcityhall.com
Company Name:	Somerset County	Company Name:	Town of Cambridge
Type of Work:	Shelltown Boat Ramp	Type of Work:	Long Wharf Park
Address:	8981 Signpost Rd.	Address:	410 Academy St.
Town, State, Zip Code:	Westover, MD 21871	Town, State, Zip Code:	Cambridge, MD 21613
Contact Person:	Woody Barnes	Contact Person:	Brent Jett
Telephone Number:	410-651-1930	Telephone Number:	443-880-2719
Date of Service:	2017	Date of Service:	2015
Email:	Wbarnes@somersetmd.us	Email:	Bjett@chooscambridge.com


 10.08.2020

7A

Town Council:

Bob Bloxom
Ray Burger
Catherine Krause
Joy Marino
Maphis Oswald



Mayor: Fletcher Fosque
Town Manager: Matt Spuck

15 North Street
Onancock, VA 23417

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BID FORM

It is the intention of the Town of Onancock to make every reasonable effort to comply with relevant federal and state laws, orders, and regulations and to promote the interests of the Virginia Department of Small Business and Supplier Diversity and like agencies. The procurement practices of the Town of Onancock are non-discriminatory and promote equality of opportunity for all qualified businesses.

PLEASE INDICATE THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM, IF ANY:

DESIGNATIONS: (Please refer to the definitions provided by the Virginia Department of Small Business and Supplier Diversity.)

- | | | |
|---------------------------------|---|-----------------------------|
| <u>Micro Business</u> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <u>Small Business</u> | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| <u>Women-Owned Business</u> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <u>Minority Business</u> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <u>Service Disabled Veteran</u> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION

Name: CHARLES H. DOLBEY

Office Address: 424 MILL STREET
SALISBURY, MD 21801

Office Phone Number: 410.766.5335 x 3002

Town Council:

Bob Bloxom
Ray Burger
Catherine Krause
Joy Marino
Maphis Oswald



Mayor: Fletcher Fosque
Town Manager: Matt Spuck

15 North Street
Onancock, VA 23417

757-787-3363
www.Onancock.com

BID FORM

VENDOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has neither been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

CHARLES A. DOLBEY VICE PRESIDENT
Name of Official Title

MURTECH, INC.
Name of Company

Bid Prepared By:

CHARLES A. DOLBEY
(Name printed)

Signature: [Signature] Date: 10.07.2020

[Signature]
10.8.2020

Current Licenses if Applicable:

VIRGINIA CONTRACTOR'S

LICENSE#: 2705153997 EXPIRATION DATE: 12.31.2020
(please attach copy)

ONANCOCK BUSINESS

LICENSE#: _____ EXPIRATION DATE: _____

(please attach copy – those without a current license are required to secure at time of award)

By signing this form, bidder or offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this IFB and the General Terms, Conditions and Instructions to Bidders/Offerors herein.

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
12-31-2020

NUMBER
2705153997

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS MCC



MURTECH INC
424 MILL ST
SALISBURY, MD 21801



James W. DeBorja
James W. DeBorja Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

DPOR-LIC (02/2017)
(DETACH HERE)

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS MCC

NUMBER: 2705153997 EXPIRES: 12-31-2020

MURTECH INC
424 MILL ST
SALISBURY, MD 21801



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

Town Council:

Bob Bloxom
Ray Burger
Catherine Krause
Joy Marino
Maphis Oswald



Mayor: Fletcher Fosque
Town Manager: Matt Spuck

15 North Street
Onancock, VA 23417

757-787-3363
www.Onancock.com

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID.

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/ Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/ Bidder is not required to be so authorized. Any Offeror/ Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Town Administrator as applicable. If this quote for goods or services is accepted by the Town of Onancock, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is ___ and is in good standing.
- B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is .
- C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

MURTECH, INC.
Legal Name of Company (as listed on W-9)

MURTECH, INC
Legal Name of Offeror/Bidder

10.07.2020
Date

[Signature]
Authorized Signature

Town of Onancock
Police - Financial Performance

	Actual 2018	Actual 2019	Actual 2020	Budget 2021	Forecast 2021	Projected 2022	Projected 2023	Projected 2024
Revenue								
TRAFFIC FINES	\$16,218	\$13,960	\$9,168	\$8,000	\$6,000	\$6,500	\$7,000	\$7,000
LAW ENFORCEMENT FUND	\$46,788	\$38,052	\$53,426	\$46,500	\$38,250	\$40,000	\$40,000	\$40,000
LAW ENFORCEMENT GRANT	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500	\$2,500
LAW ENFORCEMENT FUND-FED	\$0	\$6,174	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$63,006	\$58,186	\$62,594	\$54,500	\$44,250	\$49,000	\$49,500	\$49,500
Expenditures								
(A) POLICE WAGES, TAX, BENEFITS	\$303,593	\$289,462	\$321,863	\$300,860	\$308,702	\$332,446	\$351,246	\$388,221
(B) TRAINING	\$4,007	\$3,231	\$2,333	\$6,500	\$10,000	\$12,000	\$12,000	\$12,000
(C) VEHICLE REPAIR	\$4,330	\$4,213	\$4,871	\$3,833	\$12,000	\$12,000	\$12,000	\$12,000
(D) COMPUTER MAINTENANCE	\$2,365	\$4,208	\$3,295	\$2,500	\$5,000	\$2,750	\$2,888	\$3,032
(E) TELEPHONE	\$2,366	\$4,030	\$2,739	\$3,360	\$3,600	\$4,000	\$4,200	\$4,410
(F) LINE OF DUTY INSURANCE	\$2,412	\$3,692	\$3,655	\$3,655	\$3,655	\$4,000	\$4,200	\$4,410
(F) TRAVEL	\$762	\$258	\$340	\$700	\$2,000	\$2,500	\$2,625	\$2,756
(F) OFFICE SUPPLIES	\$968	\$1,634	\$5,811	\$2,669	\$3,000	\$4,000	\$4,200	\$4,410
(G) VEHICLE FUEL	\$7,517	\$8,533	\$8,472	\$7,500	\$8,000	\$8,500	\$8,925	\$9,371
(H) UNIFORMS	\$4,958	\$4,198	\$2,709	\$2,000	\$5,500	\$5,500	\$5,500	\$5,500
(H) ANIMAL CONTROL	\$0	\$0	\$0	\$650	\$650	\$1,000	\$1,050	\$1,103
(I) POLICE SUPPLIES	\$6,723	\$7,363	\$7,698	\$7,000	\$8,000	\$10,000	\$10,500	\$11,025
(I) NEW OFFICER TRAINING	\$0	\$0	\$0	\$0	\$7,000	\$7,000	\$7,000	\$7,350
(J) NEW POLICE VEHICLE	\$30,475	\$0	\$36,099	\$5,486	\$16,457	\$18,786	\$25,796	\$34,262
Total Expenditures	\$370,476	\$330,822	\$399,885	\$346,713	\$393,564	\$424,482	\$452,130	\$500,450
Excess of Revenue over Expenditures	-\$307,470	-\$272,636	-\$337,291	-\$292,213	-\$349,314	-\$375,482	-\$402,630	-\$450,950

(A) POLICE WAGES, TAX, BENEFITS 2021 Budget 2021 Forecast 2021 Comps 2022 Projection 2023 Projection 2024 Projection

Goal: In 3 years, our police are paid in the top third of Shore agencies

Chief	\$ 60,424		\$60-\$80k	\$ 65,000	\$ 70,000	\$ 80,000	\$ 64,613	to	\$ 86,151
Police Supervisor	\$ 45,635		\$50-\$58k	\$ 49,500	\$ 52,500	\$ 60,000	\$ 53,845	to	\$ 62,460
Officer 3	\$ 41,995		\$46-\$52k	\$ 45,500	\$ 48,000	\$ 54,000	\$ 49,537	to	\$ 55,998
Officer 2	\$ 38,500		\$44-\$50k	\$ 43,000	\$ 46,000	\$ 50,000	\$ 47,383	to	\$ 53,845
Officer 1	\$ 38,002		\$41-\$43k	\$ 40,500	\$ 42,000	\$ 44,000	\$ 44,153	to	\$ 46,306
	\$ 224,556								

Wages	\$ 221,600	\$ 224,556	\$ 243,500	\$ 258,500	\$ 288,000
Overtime	\$ 6,000	\$ 8,082	\$ 8,764	\$ 9,304	\$ 10,365
FICA	\$ 17,500	\$ 17,179	\$ 18,628	\$ 19,775	\$ 22,032
Retirement	\$ 30,000	\$ 28,550	\$ 30,959	\$ 32,866	\$ 36,617
Medical	\$ 22,440	\$ 26,928	\$ 26,928	\$ 26,928	\$ 26,928
Life Ins	\$ 3,000	\$ 3,087	\$ 3,347	\$ 3,553	\$ 3,959
SUTA	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320
	\$ 300,860	\$ 308,702	\$ 332,446	\$ 351,246	\$ 388,221

(B) TRAINING Continue certification requirements; add to it community policing strategies, deescalation strategies, socioeconomic and diversity training, gang eradication, etc.

(C) VEHICLE REPAIR Brakes and tires every 30-35,000 miles (\$1,500), PM at \$500 per car per year, budget 1 major repair of \$2,000

(H) UNIFORMS \$50/mo/person stipend plus \$2,500 per year armor replacement (offset with \$2,500 grant)

(J) VEHICLE REPLACEMENT
Goal: Replace vehicles at 100,000 miles

2006 Crown Vic	Broken odometer	FY Replace	2021
2011 Dodge Charger	79,416		2021
2015 Ford Explorer	68,614		2023
2017 Ford Interceptor	36,153		2024
2020 Ford Explorer	12,571		2025

	<u>Officer</u>		<u>Corporal</u>	<u>Officer 2nd In-charge</u>	<u>Chief</u>	
	<u>Probation</u>	<u>Non-Pro</u>				
Onley Police	\$38,000.00	\$43,000.00		\$50,000.00	\$55,000.00 - \$65,000.00	
Chincoteague Police		36,000.00 - 43,000.00	\$49,275.00	\$58,000.00	\$80,000 - \$120,000.00	
Pocomoke Police		\$42,000.00 - \$50,000.00				
Accomack Sheriffs	\$43,500.00	\$45,000.00				
Onancock Police		\$37,500.00 - \$38,500.00		\$45,600.00	\$60,000.00	
Exmore Police	\$40,000.00	\$43,000.00		\$50,000.00	\$60,000.00 - \$70,000.00	\$500.00 a year bonus

Interest	Term	Cost	Grant*	Net Cost	2021		2022		2023		2024		2025		2026		2027		2028		2029		2030	
					Jul - Feb	Mar - Jun	Jul - Feb	Mar - Jun	Jul - Feb	Mar - Jun	Jul - Feb	Mar - Jun	Jul - Feb	Mar - Jun	Jul - Feb	Mar - Jun	Jul - Feb	Mar - Jun	Jul - Feb	Mar - Jun	Jul - Feb	Mar - Jun	Jul - Feb	Mar - Jun
2.125%	60	\$ 47,000	\$ 16,000	\$ 31,000	\$ -	\$ 2,180.23	\$ 4,360.46	\$ 2,180.23	\$ 4,360.46	\$ 2,180.23	\$ 4,360.46	\$ 2,180.23	\$ 4,360.46	\$ 2,180.23	\$ 4,360.46	\$ 2,180.23	\$ 4,360.46	\$ 2,180.23	\$ 4,360.46	\$ 2,180.23	\$ 4,360.46	\$ 2,180.23	\$ 4,360.46	
2.125%	60	\$ 47,000	\$ -	\$ 47,000	\$ -	\$ 3,305.51	\$ 6,611.02	\$ 3,305.51	\$ 6,611.02	\$ 3,305.51	\$ 6,611.02	\$ 3,305.51	\$ 6,611.02	\$ 3,305.51	\$ 6,611.02	\$ 3,305.51	\$ 6,611.02	\$ 3,305.51	\$ 6,611.02	\$ 3,305.51	\$ 6,611.02	\$ 3,305.51	\$ 6,611.02	
3.500%	60	\$ 48,000	\$ 16,000	\$ 32,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,328.54	\$ 4,657.09	\$ 2,328.54	\$ 4,657.09	\$ 2,328.54	\$ 4,657.09	\$ 2,328.54	\$ 4,657.09	\$ 2,328.54	\$ 4,657.09	\$ 2,328.54	\$ 4,657.09	\$ 2,328.54	\$ 4,657.09	
4.250%	60	\$ 48,750	\$ 17,000	\$ 31,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,353.25	\$ 4,706.51	\$ 2,353.25	\$ 4,706.51	\$ 2,353.25	\$ 4,706.51	\$ 2,353.25	\$ 4,706.51	\$ 2,353.25	\$ 4,706.51	\$ 2,353.25	\$ 4,706.51		
5.250%	60	\$ 49,500	\$ -	\$ 49,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,759.22	\$ 7,518.45	\$ 3,759.22	\$ 7,518.45	\$ 3,759.22	\$ 7,518.45	\$ 3,759.22	\$ 7,518.45	\$ 3,759.22	\$ 7,518.45		
						\$ 5,485.74		\$ 16,457.22		\$ 18,785.76		\$ 25,796.10		\$ 34,261.82		\$ 36,294.54		\$ 25,323.07		\$ 22,994.52		\$ 15,994.18		\$ 7,548.49
5.000%	60	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,548.49	\$ 3,774.25	\$ 7,548.49	\$ 3,774.25	\$ 7,548.49	\$ 3,774.25	\$ 7,548.49	\$ 3,774.25	\$ 7,548.49	
5.000%	60	\$ 50,000	\$ 16,000	\$ 34,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,132.98	\$ 2,566.49	\$ 5,132.98	\$ 2,566.49	\$ 5,132.98	\$ 2,566.49	\$ 5,132.98	\$ 2,566.49	\$ 5,132.98	
5.000%	60	\$ 51,000	\$ 16,000	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5.000%	60	\$ 51,000	\$ -	\$ 51,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5.000%	60	\$ 51,000	\$ 16,000	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

*Grants are not guaranteed. The USDA budget starts on 10/1 each year. We will apply on that day every year to improve our chances.

**RESOLUTION OF GOVERNING BODY OF
TOWN OF ONANCOCK**

The Town Council of the Town of Onancock, Va, consisting of _____ members, in a duly called meeting held on the _____ day of _____, 2020, at which a quorum was present **RESOLVED** as follows:

BE IT HEREBY RESOLVED that in order to facilitate obtaining financial assistance from the United States of America, United States Department of Agriculture, Rural Development (the Government) in the purchase of police vehicles and equipment, the Governing Body does hereby adopt and abide by all covenants contained in the agreements, documents, and forms required by the Government to be executed.

BE IT FURTHER RESOLVED that the Town Manager of the Town of Onancock be authorized to execute on behalf of the Town Council, the above-referenced agreements, documents, and forms and to execute such other documents including, but not limited to, debt instruments, security instruments, and/or grant agreements as may be required in obtaining the said financial assistance.

This Resolution is hereby entered into the permanent minutes of the meetings of this Town Council.

TOWN OF ONANCOCK

[ENTITY NAME]

By: _____

[SIGNATURE AND TITLE]

Attest: _____

[SIGNATURE AND TITLE]

CERTIFICATION

I hereby certify that the above Resolution was duly adopted by the Town Council of the Town of Onancock in a duly assembled meeting on the _____ day of _____, 2020.

Secretary/Clerk

CURRENT CODE

Sec. 34-10. Trash collection fee; utility billing; disconnection; private sewage.

(a) All trash collections fees are billed along with the water and sewer services. This service is not elective and will be billed in the amount as provided for in the fee schedule on file in the town clerk's office

(b) The property owner shall be considered the customer in every case and shall be billed bi-monthly. The property owner may allow a tenant to become the responsible party for the bi-monthly billing only after a landlord/renter agreement has been signed by both parties and returned to the town manager's office. Should a tenant refuse or neglect to pay the town utility bill and it remains unpaid for a period of time in excess of 30 days, the landlord shall be responsible and hereby agrees to pay the delinquent utility bill and any interest and penalty which accrued. If the landlord refuses or neglects to pay the outstanding bill within ten days of notification of tenant's failure to do so, then the town shall proceed to record and enforce a lien against the real property described above without further notice to any party.

(Section intentionally left blank)

CURRENT CODE

- (c) Water meters shall be read bi-monthly. Utility bills shall be mailed within the first seven days of the new month, and shall be delinquent 31 days after the day the bill was printed. When bills are delinquent, the town manager's office shall mail a notice of pending service disconnection to the last known post office address as shown on the town's records. Customers shall have 14 days from the date of the notice to appear before the town manager to present reasons why service should not be terminated on the date of stop service. Appeal from an adverse decision by the town manager will be made to the water committee of the town by filing in writing with the town manager of the customer's intention to appeal at least 24 hours prior to the date of termination, in which case service shall not be terminated until after a hearing and decision by the water committee. The date of termination of service shall be 14 days after the mailing of said notice. No service involuntarily disconnected shall be reconnected without the payment of delinquent bills plus a reconnection fee in the amount as provided for in the fee schedule on file in the town clerk's office. Appeal from an adverse decision of the water committee shall be to the circuit court of the county, which appeal shall be filed within 30 days after notice of decision is given by the town water committee.
- (d) Properties having a private primary water supply at present will be permitted to maintain the existing primary water supply but not replace same if town water is available or will be made available to property line by town at town's expense. When replacement becomes necessary, property must connect to town water system, if available.
- (e) If town water is available at property line or will be made available by the town at town's expense, all new primary water supply must be connected to town water system.
- (f) No property presently supplied town water will be permitted to disconnect from town water to use a private water system.
- (g) Properties having a private sewage system at present will be permitted to maintain the existing private sewage system, but not to replace same if town sewage is available or will be made available or will be made available to property line by the town at town's expense. When replacement becomes necessary, property must connect to town sewage system, if available.
- (h) If town sewage is available at property line or will be made available by the town at town's expense, all new sewage must be connected to town sewage system.
- (i) No property presently connected to the town sewage system will be permitted to disconnect from town sewage to use a private sewage system.
- (j) Cross-connections between the town water system and other systems containing water or other substances are prohibited; likewise, cross-connections between the town sewage system and other systems containing sewage or other substances are prohibited. Only authorized town employees shall make any connections or disconnections with the main or distribution pipes of the town's water and sewage systems. Violation of this section shall be punishable by a fine of not less than \$25.00 nor more than \$100.00.
- (k) Any property containing four or more apartments either hereafter erected or converted must have public water service and public sewage service extended to said property and connected, said extension and connection at the property owner's expense.

CURRENT CODE

(l) All subdivisions shall comply with the provisions of the subdivision ordinance of the town with respect to water and sewage facilities as same may be adopted and amended from time to time.

(Code 1989, § 21-45; Ord. eff. 11-1-1985; Ord. of 6-27-2016)

Sec. 34-10. Trash collection fee; utility billing; disconnection; private sewage.

(a) All trash collections fees are billed along with the water and sewer services. This service is not elective and will be billed in the amount as provided for in the fee schedule on file in the town clerk's office

~~(b) The property owner shall be considered the customer in every case and shall be billed bi-monthly. The property owner may allow a tenant to become the responsible party for the bi-monthly billing only after a landlord/renter agreement has been signed by both parties and returned to the town manager's office. Should a tenant refuse or neglect to pay the town utility bill and it remains unpaid for a period of time in excess of 30 days, the landlord shall be responsible and hereby agrees to pay the delinquent utility bill and any interest and penalty which accrued. If the landlord refuses or neglects to pay the outstanding bill within ten days of notification of tenant's failure to do so, then the town shall proceed to record and enforce a lien against the real property described above without further notice to any party.~~

(b) 1. Customers:

a. The property owner is considered the customer in every case and shall be billed bi-monthly.

b. The customer is responsible for all costs incurred for water and sewer charges for the property and agrees to all terms and conditions set forth herein.

c. The customer may temporarily transfer financial responsibility of the water and sewer charges for the property only after a Landlord & Tenant Agreement is signed by the property tenant, property owner, and the Onancock Town Manager.

i. In the event an account with a Landlord & Tenant Agreement in place becomes delinquent according to the terms defined herein, the Landlord will receive a copy of the Delinquency Notice as a courtesy to inform them of the status of the account as the terms of the Agreement transfer all financial responsibility to the property owner, including all penalties, late fees and interest.

2. Rates:

a. Standard Rates (as adopted by (Onancock Town Council):

i. Water (see published table)

ii. Sewer (see published table)

b. Incremental Rate:

i. Incremental rates are used for extraordinary and planned water use, such as filling of a swimming pool, as well as for billing adjustments as defined herein.

ii. Water: \$0.0002 per gallon

iii. Sewer: N/A

c. Supported Senior or Disabled Rate

i. Supported Senior or Disabled Rate is 25% of the Standard Rate

ii. Supported Senior or Disabled Rate is available to any customer who applies and receives Accomack County Senior or disabled Tax Relief Program.

1. Accomack County notifies the Town of all participants in the Senior or Disabled Tax Relief Program. Only those the County provides will receive this discounted rate.

d. First Responder Rate

i. Onancock Volunteer Fire Department and the Armory located on the corner of Kerr and Pine Streets both receive the first responder rate of \$0.0001 per gallon.

3. Terms

a. Onancock makes every reasonable effort to physically read each water meter prior to preparing the bill.

b. In the event a physical reading of the meter is not performed, an estimate of the of the use is made and this average is used for the billing period.

i. The average use is calculated by extracting the most recent 24-month billed volume, excluding the highest and lowest readings, and calculating a simple average.

1. If the account has not been in place for 24-months, the average will use the entire account history and exclude the highest and lowest periods.

a. Accounts with less than six-months of activity will not exclude the high-low readings.

c. Payment Terms

i. Utility bills shall be mailed, by USPS, or emailed (depending on customer's choice) to Onancock Customers during the first seven (7) business days of the calendar month.

ii. Payment is due in the office of Town Hall no later than the "Bill Due Date" date printed on the bill.

1. Post marks are not considered for timeliness of payment. Payment must be received in the office of the Town Hall by the "Bill Due Date" date

2. If payment is not received in the office of the Town Hall by the "Bill Due Date" date listed on the bill, the account is considered Delinquent and a 10% penalty is added to the account and will not be waived

a. When an account becomes delinquent, Delinquent Notices are prepared and mailed via USPS to the customer or emailed based on the customer's choice.

b. Delinquency Notices provide the amount now due, which includes the penalty

c. Delinquency Notices provide the "Date of Stop Service" that indicates the date by which the services will be disconnected by the Town for non-payment

3. Should a customer be unable to pay for water-sewer services for good cause, Onancock allows for payment arrangements to be made through a formal Payment Plan made with the Town.

a. Payment Plans

i. Payment Plans must be in place with all terms fully met prior to the "Bill Due By" date printed on the bill for which a payment plan is requested in order to avoid an additional late fee.

1. If the payment plan is established after the "Bill Due By" date listed on the bill; the late fee is added to the amount due for calculation of the payment plan

ii. Down Payments must be made according to the following schedule, or other arrangements pre-approved by the Town Manger or designee.

1. Past Due Balances:

a. \$0.00 - \$200.99: 50% due in order to establish payment plan

b. \$201.00 - \$400.99: 35% due in order to establish payment plan

c. Greater than \$401.00: 25% due in order to establish a payment plan

iii. All subsequent bills must remain current in order for the payment plan to remain in place.

1. If a current balance becomes delinquent during the term of a payment plan, the payment plan is cancelled and the entire balance on the account is due in full

iv. All payments on payment plans must be received in the office of Town Hall by 4:00 PM on the date indicated on the payment plan

v. If the customer fails to make payments on the payment plan, or communicate with the Onancock Town Manager, or designee, prior to the due date of the payment, water services will be disconnected

1. If water services are disconnected for non-payment, the entire balance on the account must be paid in full in order to reconnect the water service

2. If water services are disconnected for non-payment, an additional amount is added to the balance due for the reconnection fee of \$50.00. This amount is required to be paid in full, as well as the entire account balance, in order to reconnect water services

a. During a State of Emergency declared by the Governor of Virginia, Onancock will not disconnect water services, but all charges, penalties and late fees accumulate and are due immediately when the State of Emergency is rescinded by the Governor.

~~) The property owner shall be considered the customer in every case and shall be billed bi-monthly. The property owner may allow a tenant to become the responsible party for the bi-monthly billing only after a landlord/renter agreement has been signed by both parties and returned to the town manager's office. Should a tenant refuse or neglect to pay the town utility bill and it remains unpaid for a period of time in excess of 30 days, the landlord shall be responsible and hereby agrees to pay the delinquent utility bill and any interest and penalty which accrued. If the landlord refuses or neglects to pay the outstanding bill within ten days of notification of tenant's failure to do so, then the town shall proceed to record and enforce a lien against the real property described above without further notice to any party~~

~~(c) Water meters shall be read bi-monthly. Utility bills shall be mailed within the first seven days of the new month, and shall be delinquent 31 days after the day the bill was printed. When bills are delinquent manager's office shall mail a notice of pending service disconnection to the last known post office address as shown on the town's records. Customers shall have 14 days from the date of the notice to appear before the town manager to present reasons why service should not be terminated on the date of stop service. Appeal from an adverse decision by the town manager will be made to the water committee of the town by filing in writing with the town manager of the customer's intention to appeal at least 24 hours prior to the date of termination, in which case service shall not be terminated until after a hearing and decision by the water committee. The date of termination of service shall be 14 days after the mailing of said notice.~~

~~No service involuntarily disconnected shall be reconnected without the payment of delinquent bills plus a reconnection fee in the amount as provided for in the fee schedule on file in the town clerk's office. Appeal from an adverse decision of the water committee shall be to the circuit court of the county, which appeal shall be filed within 30 days after notice of decision is given by the town water committee.~~

- (d) Properties having a private primary water supply at present will be permitted to maintain the existing primary water supply but not replace same if town water is available or will be made available to property line by town at town's expense. When replacement becomes necessary, property must connect to town water system, if available.
- (e) If town water is available at property line or will be made available by the town at town's expense, all new primary water supply must be connected to town water system.
- (f) No property presently supplied town water will be permitted to disconnect from town water to use a private water system.
- (g) Properties having a private sewage system at present will be permitted to maintain the existing private sewage system, but not to replace same if town sewage is available or will be made available or will be made available to property line by the town at town's expense. When replacement becomes necessary, property must connect to town sewage system, if available.
- (h) If town sewage is available at property line or will be made available by the town at town's expense, all new sewage must be connected to town sewage system.
- (i) No property presently connected to the town sewage system will be permitted to disconnect from town sewage to use a private sewage system.
- (j) Cross-connections between the town water system and other systems containing water or other substances are prohibited; likewise, cross-connections between the town sewage system and other systems containing sewage or other substances are prohibited. Only authorized town employees shall make any connections or disconnections with the main or distribution pipes of the town's water and sewage systems. Violation of this section shall be punishable by a fine of not less than \$25.00 nor more than \$100.00.
- (k) Any property containing four or more apartments either hereafter erected or converted must have public water service and public sewage service extended to said property and connected, said extension and connection at the property owner's expense.
- (l) All subdivisions shall comply with the provisions of the subdivision ordinance of the town with respect to water and sewage facilities as same may be adopted and amended from time to time.

(Code 1989, § 21-45; Ord. eff. 11-1-1985; Ord. of 6-27-2016)

Secs. 34-11--34-20. Reserved.,

Sec. 34-176. Water and sewer billing adjustment policy.

The following shall apply to adjustment of unusually high water and sewer billings resulting from water leaks or other circumstances causing abnormally high-water usage:

- (1) All requests for adjustment must be made in writing to the town manager within ten days after billing date; a waiver of said ten-day period may be made by town manager for good cause shown.
- (2) The town is responsible for maintenance of water lines only up to and including the water meter.
- (3) In the case of a leak occurring in the service line between the water meter and the building the meter serves, the town manager may approve adjustment of the sewer usage charge if, in addition to the following conditions, it has been demonstrated the leaking water has not entered the sewer system. The town manager may approve adjustment of the water usage charge in such cases subject to the following conditions having been satisfied:
 - a. The request for adjustment is made in writing within ten days after the billing date; a waiver of said ten-day period may be made by town manager for good cause shown;
 - b. A licensed plumber has certified in writing that said leak was repaired immediately upon detection of abnormal water usage;
 - c. Such adjustments of water usage shall not exceed one-half the difference between average water
 - d. In no case shall there be more than one such adjustment in any 12-month period.
 - a. A written request for such adjustment is made within ten days of the billing date; a waiver of said ten-day period may be made by town manager for good cause shown;
 - b. Such written request states the nature of the problem with the outside hose connection and certifies that such problems have been corrected;
 - c. In no case shall there be more than one such adjustment within a 12-month period. usage for the preceding 12-month period and the abnormally high water usage resulting from the leak;
- (4) In no case shall the town manager approve an adjustment to water or sewer usage charges for abnormal water usage attributable to faulty toilets, leaking faucets, or other interior plumbing facilities (pipes, water heaters, furnaces, etc.) within the building the water meter serves.
- (5) In the case of abnormal water usage resulting from exterior hose connections, the town manager may adjust the sewer usage charge only, subject to the following conditions:
- (6) In no case shall the town manager approve an adjustment for abnormal water usage which has not, or cannot, be explained.
- (7) The implicit burden of proof for adjustment of water and/or sewer usage charges resulting from abnormal water usage pursuant to these policies rests with the consumer, not the town. Failure to act in accordance with these policies or to meet the conditions as stated herein will result in a refusal by the town manager of an adjustment. However, any decision made by the town manager may be appealed to the town council.

(Code 1989, § 21-46; Ord. eff. 11-1-1985; Mo. of 5-12-1997)

Sec. 34-176. Water and sewer billing adjustment policy.

The following shall apply to adjustment of unusually high water and sewer billings resulting from water leaks or other circumstances causing abnormally high-water usage:

Definitions:

Unusually High Water: Two-times the average water use as defined in section 3.b) i) of Section 34-10

Water Leaks:

- Accessible: Water used in accessible plumbing such as toilets, sinks, appliances, or accessible interior plumbing that discharge into the public sewer system
- Hidden or Inaccessible: Water in pipes behind walls, underground on the structure side of the water meter, or under the structure

(1) All requests for adjustment must be made in writing to the town manager within ten days after ~~billing date~~ the Date of Bill; a waiver of said ten-day period may be made by town manager for good cause shown.

(2) The town is responsible for maintenance of water lines only up to and including the water meter.

(3)

1) Billing adjustment for Unusually High-Water use:

a) Onancock will help the customer to determine if there is a leak

i) Onancock staff will monitor the meter while no one in the structure is using water

(1) If the meter continues to indicate water use when the property owner ensures that no water is being used inside the structure, this indicates a leak

(a) If a leak is suspected, the customer is responsible to discover and repair the leak

(i) If the customer wants the water to remain on during the inspection, all water use is charged at the published rate. No adjustment for water or sewer will be made.

(ii) If the customer wants the water to remain off during the inspection period, the Town will waive the reconnection fee when the service restored after the repair is made

(b) If there is no leak suspected, the customer is fully responsible for all water and sewer charges

(i) The Town will monitor the meter for water use to determine if the unusually high use remains. This service is for information only and has no bearing on water or sewer charges.

ii) Leak detected in accessible plumbing

(1) Each of these leaks is under the sole control of the customer and the customer must act to avoid these leaks through proper repair, maintenance, and forethought.

(a) No adjustment to water or sewer charges will be made for leaks in accessible plumbing.

iii) Leak detected in hidden or inaccessible plumbing

(1) A copy of the paid repair bill for the plumber making the repair, which must include an exact date and description of the work performed, must be presented to the Town Manager

(2) Upon approval of the Town Manager or designee, the following adjustments may be considered:

(a) Reduce the sewer bill to twice the 24-month average use;

(b) Add Incremental water rate on gallons used over twice the 24-month average;

(i) The incremental water rate is \$0.002 per gallon

(c) Waive any disconnection or reconnection fees;

(d) Prorate late fees on incremental gallons.

(3) No more than two (2) adjustments will be made in a 24-month period

b) Waive Late Fees

i) In the last 12-months if a customer has paid the bill on time, the Town Manager may waive late fees if requested by the customer and the account is made current within 10-days of the Delinquency Notice

c) Proration of Services

i) The water and sewer bill will be prorated on calendar days for accounts being disconnected during a billing cycle the billing period. The pricing for actual gallons used during this prorated cycle uses the published rates.

~~In the case of a leak occurring in the service line between the water meter and the building the meter serves, the town manager may approve adjustment of the sewer usage charge if, in addition to the following conditions, it has been demonstrated the leaking water has not entered the sewer system. The town manager may approve adjustment of the water usage charge in such cases subject to the following conditions having been satisfied:~~

~~a. The request for adjustment is made in writing within ten days after the billing date; a waiver of said ten-day period may be made by town manager for good cause shown;~~

~~b. A licensed plumber has certified in writing that said leak was repaired immediately upon detection of abnormal water usage;~~

~~c. Such adjustments of water usage shall not exceed one-half the difference between average water~~

~~d. In no case shall there be more than one such adjustment in any 12-month period;~~

~~a. A written request for such adjustment is made within ten days of the billing date; a waiver of said ten-day period may be made by town manager for good cause shown;~~

~~b. Such written request states the nature of the problem with the outside hose connection and certifies that such problems have been corrected;~~

~~c. In no case shall there be more than one such adjustment within a 12-month period, usage for the preceding 12-month period and the abnormally high water usage resulting from the leak;~~

~~(4) In no case shall the town manager approve an adjustment to water or sewer usage charges for abnormal water usage attributable to faulty toilets, leaking faucets, or other interior plumbing facilities (pipes, water heaters, furnaces, etc.) within the building the water meter serves.~~

~~(5) In the case of abnormal water usage resulting from exterior hose connections, the town manager may adjust the sewer usage charge only, subject to the following conditions:~~

(6) In no case shall the town manager approve an adjustment for abnormal water usage which has not, or cannot, be explained.

(7) The implicit burden of proof for adjustment of water and/or sewer usage charges resulting from abnormal water usage pursuant to these policies rests with the consumer, not the town. Failure to act in accordance with these policies or to meet the conditions as stated herein will result in a refusal by the town manager of an adjustment. However, any decision made by the town manager may be appealed to the town council.

(Code 1989, § 21-46; Ord. eff. 11-1-1985; Mo. of 5-12-1997)

ARTICLE III. VEHICLE LICENSE*

*State law reference—Town motor vehicle licenses generally, Code of Virginia, §§ 46.2-752, 46.2-755.

Sec. 26-71. License tax imposed; amount.

(a) Pursuant to Code of Virginia, § 46.2-752, an annual license fee and tax in the amount as provided for in the fee schedule on file in the town clerk's office is hereby levied upon each motor vehicle, trailer, and semi-trailer which is normally garaged, parked or stored in the town, with the exception of any such motor vehicle specifically exempted from the imposition of such tax or license fee by the provisions of Code of Virginia, § 46.2-755. The town council exempts vehicles owned or leased by active members of the volunteer fire department, and volunteer rescue squads are permitted one free decal per household.

(b) The town council may deny the issuance of the decal to any owner who has failed to timely pay personal property taxes due with respect to the vehicle.

(c) The amount of the license fee or tax imposed by the town on any motor vehicle, trailer or semi-trailer shall not be greater than the amount of the license tax imposed by the state on the motor vehicle, trailer or semi-trailer.

(Code 1989, § 13-15; Ord. of 3-15-1988)

Sec. 26-72. License year; when tax payable; proration of tax.

For the purpose of this article, the license year shall be from March 1 to March 14 of the next succeeding calendar year. The license fee and tax levied hereunder shall be paid not later than April 15 in each license year, except that the license fee and tax on each motor vehicle, trailer, and semi-trailer acquired after October 1 in any license year shall be one-half of the amount of the annual license fee and tax levied hereunder, and the license fee and tax on any such motor vehicle acquired after January 15 in any license year shall be \$3.25.

(Code 1989, § 13-16; Ord. of 3-15-1988)

Sec. 26-73. Transfer; duplicates.

The license acquired pursuant to this article shall not be transferable to a motor vehicle, trailer, or semi-trailer other than the motor vehicle, trailer, or semi-trailer for which the license was purchased

(Code 1989, § 13-17; Ord. of 3-15-1988)

Sec. 26-74. Display.

The windshield sticker license tag issued under this article shall be affixed on the inside of the windshield of the motor vehicle. It shall be placed adjacent to the state inspection sticker and no higher than three inches from the bottom of the windshield, or at such other location as may be prescribed by state law.

(Code 1989, § 13-18; Ord. of 3-15-1988; Ord. of 4-23-2018) Page 121 of 228

CURRENT CODE

Sec. 26-75. Disposition of revenue.

Revenue derived from the license fee and tax levied under this article shall be used for the general purposes and credited to the general revenue fund.

(Code 1989, § 13-19; Ord. of 3-15-1988)

Sec. 26-76. Payment of personal property taxes prerequisite to issuance.

No motor vehicle, trailer, or semi-trailer required to be licensed under the provisions of this article shall be issued a town license, unless or until the applicant for such license shall have produced satisfactory evidence that all personal property taxes upon such motor vehicle to be licensed, which have been properly assessed or are assessable against the applicant by the town, have been paid.

(Code 1989, § 13-20; Ord. of 3-15-1988)

Sec. 26-77. Grace period for purchasers.

Purchasers of new or used motor vehicles shall be allowed a ten day grace period, beginning with the date of purchase, during which to pay the license fee and display the license required by this article.

(Code 1989, § 13-21; Ord. of 3-15-1988)

Sec. 26-78. Penalty.

Any person who shall fail or refuse to purchase a town license as provided by this article or who shall fail or refuse to display the same as required by this article, or who displays any such required license after its expiration date, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be subject to penalty as provided for in section 1-14. Violation of this article by the registered owner of the vehicle may not be discharged by payment of a fine except upon presentation of satisfactory evidence that the required license has been obtained.

(Code 1989, § 13-22; Ord. of 3-15-1988)

Secs. 26-79--26-99. Reserved.

ARTICLE III. VEHICLE LICENSE*

~~*State law reference—Town motor vehicle licenses generally, Code of Virginia, §§ 46.2-752, 46.2-755.~~

Sec. 26-71. License tax imposed; amount.

~~(a) Pursuant to Code of Virginia, § 46.2-752, an annual license fee and tax in the amount as provided for in the fee schedule on file in the town clerk's office is hereby levied upon each motor vehicle, trailer, and semi-trailer which is normally garaged, parked or stored in the town, with the exception of any such motor vehicle specifically exempted from the imposition of such tax or license fee by the provisions of Code of Virginia, § 46.2-755. The town council exempts vehicles owned or leased by active members of the volunteer fire department, and volunteer rescue squads are permitted one free decal per household.~~

~~(b) The town council may deny the issuance of the decal to any owner who has failed to timely pay personal property taxes due with respect to the vehicle.~~

~~(c) The amount of the license fee or tax imposed by the town on any motor vehicle, trailer or semi-trailer shall not be greater than the amount of the license tax imposed by the state on the motor vehicle, trailer or semi-trailer.~~

~~(Code 1989, § 13-15; Ord. of 3-15-1988)~~

Sec. 26-72. License year; when tax payable; proration of tax.

~~For the purpose of this article, the license year shall be from March 1 to March 14 of the next succeeding calendar year. The license fee and tax levied hereunder shall be paid not later than April 15 in each license year, except that the license fee and tax on each motor vehicle, trailer, and semi-trailer acquired after October 1 in any license year shall be one-half of the amount of the annual license fee and tax levied hereunder, and the license fee and tax on any such motor vehicle acquired after January 15 in any license year shall be \$3.25.~~

~~(Code 1989, § 13-16; Ord. of 3-15-1988)~~

Sec. 26-73. Transfer; duplicates.

~~The license acquired pursuant to this article shall not be transferable to a motor vehicle, trailer, or semi-trailer other than the motor vehicle, trailer, or semi-trailer for which the license was purchased~~

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Sec. 26-74. Display.

~~The windshield sticker license tag issued under this article shall be affixed on the inside of the windshield of the motor vehicle. It shall be placed adjacent to the state inspection sticker and no higher than three inches from the bottom of the windshield, or at such other location as may be prescribed by state law.~~

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CURRENT CODE

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Sec. 26-76. Payment of personal property taxes prerequisite to issuance.

No motor vehicle, trailer, or semi-trailer required to be licensed under the provisions of this article shall be issued a town license, unless or until the applicant for such license shall have produced satisfactory evidence that all personal property taxes upon such motor vehicle to be licensed, which have been properly assessed or are assessable against the applicant by the town, have been paid.

(Code 1989, § 13-20; Ord. of 3-15-1988)

Sec. 26-77. Grace period for purchasers.

Purchasers of new or used motor vehicles shall be allowed a ten day grace period, beginning with the date of purchase, during which to pay the license fee and display the license required by this article.

(Code 1989, § 13-21; Ord. of 3-15-1988)

Sec. 26-78. Penalty.

Any person who shall fail or refuse to purchase a town license as provided by this article or who shall fail or refuse to display the same as required by this article, or who displays any such required license after its expiration date, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be subject to penalty as provided for in section 1-14. Violation of this article by the registered owner of the vehicle may not be discharged by payment of a fine except upon presentation of satisfactory evidence that the required license has been obtained.

(Code 1989, § 13-22; Ord. of 3-15-1988)

Sec. 26-71. – Definition.

As used in this article, the word "resident" shall mean and include any person having a place of abode in the town for more than 30 days, irrespective of any intention on the part of the person to return to or establish a residence outside of the town at some future date, and any corporation or firm having an office or place of business in the town.

Sec. 26-72. – Required; exceptions.

- (a) Every resident of the town who has in his/her custody or under his/her control, a motor vehicle or motorcycle which is normally garaged, stored or parked in this town shall pay an annual town license vehicle tax for such motor vehicle or motorcycle.
- (b) This section shall not apply to any person who is exempt, under the provisions of the laws of the state, from payment of the tax imposed by this article.

State Law Reference – Exemptions from local tax; Code of Virginia §46.2-755.

Sec. 26-73. – License Year.

The license year under the provisions of this article shall begin on January 1 and shall expire on the next following December 31 of the same year. Notwithstanding any other provisions of this article, for the license calendar year 2021 only, the tax imposed under this article shall be prorated monthly for 2021 license year running from April 15 through December 31 if a 2020 vehicle decal was obtained.

CURRENT CODE

Sec. 26-74. – Tax Imposed.

On each motor vehicle and motorcycle required to be licensed under this article there shall be a license tax of \$27.00. The assessment of this tax will be billed on the town's personal property tax bill on motor vehicles and motorcycles in November, due December of that year.

State Law Reference – Authority for above tax: Code of Virginia, §46.2-752.

Sec. 26-75. – Tax exemption for Members of Volunteer Fire Department.

Any resident who is an active member of the Onancock Volunteer Fire Department shall be exempt from paying the license fee-imposed section 26-74 for a maximum of one motor vehicle or motorcycle, providing the resident satisfies the requirements of this section.

It shall be the duty of the Onancock Volunteer Fire Department to provide the Town Treasurer with an annual list of eligible members in the fire company on the forms specified by the Treasurer and by the dates required by the Treasurer, no later than October 1.

Sec. 26-76. Proration.

The annual license fees paid on motor vehicles that acquires situs within the town during the tax year shall be prorated monthly. Any period or greater than one-half of one month shall be charged as a whole month.

There will be no refunds or proration of months owned when a motor vehicle is being removed from the town limits for any reason whatsoever.

Sec. 26-77. Payment of Vehicle Personal Property Taxes Prerequisite to Licensing.

No motor vehicle shall be licensed under this article unless and until the applicant for such license shall have produced, before the Town Treasurer or his agent, satisfactory evidence that all personal property taxes upon the motor vehicle to be licensed, which personal property taxes have been assessed or at assessable against such applicant, have been paid and satisfactory evidence that any delinquent motor vehicle personal property taxes owing have been paid which have been properly assessed or are assessable against the applicant.

State Law Reference – Authority for above section, Code of Virginia, §46.2-752(c)

Sec. 26-78. – Disposition of Revenue Received Under Article.

The revenue derived under this article shall be paid into the general fund of the town.

Sec. 26-79. Debt Collection Efforts.

If the taxpayer fails to pay the town-imposed vehicle license tax the town will place a DMV Stop on the individual taxpayer until the outstanding debt is resolved.

State Law Reference – Authority for above tax collection efforts: Code of Virginia, §46.2-752.

Secs. 26-79--26-99. Reserved.

CURRENT CODE

Sec. 38-206. Principal permitted uses and structures.

The following uses and structures shall be permitted by right in the Business-Waterfront District (B-W) subject to the provisions herein:

- (1) Marinas and yacht clubs, and servicing facilities for the same, including boat storage, fueling and repair of watercraft.
- (2) Marine sales and services.
- (3) Retail shops and outlets in seafood; marine related equipment and repairs.
- (4) Facilities for the landing, storage and shipment of seafood and shellfish. Specifically, those activities conducted by local waterman.
- (5) Boat ramps, dock, piers and related facilities.
- (6) Waterborne commerce, including docks and areas for the receipt, temporary storage, trans-shipment and freighting of waterborne commerce.
- (7) Recreational activities primarily conducted on a waterfront provided that such uses shall be contiguous to a waterfront.
- (8) Bulk storage and freighting of petroleum.
- (9) Signs, as permitted in article XI of this chapter.
- (10) Public utilities. Poles, lines, transformers, pipes, meters and similar facilities; water and sewer distribution lines.

(Code 1989, § 24-46; Ord. eff. 6-5-1962; Ord. of 3-24-1997; Amd. of 7-14-1997)

Sec. 38-206. Principal permitted uses and structures.

The following uses and structures shall be permitted by right in the Business-Waterfront District (B-W) subject to the provisions herein:

- (1) Marinas and yacht clubs, and servicing facilities for the same, including boat storage, fueling and repair of watercraft.
- (2) Marine sales and services.
- (3) Retail shops and outlets in seafood; marine related equipment and repairs.
- (4) Facilities for the landing, storage and shipment of seafood and shellfish. Specifically, those activities conducted by local waterman.
- (5) Boat ramps, dock, piers and related facilities.

Onancock Creek and recreational boating are an integral aspect of living in or around the Town of Onancock and while the primary purpose of the bulkhead and floating docks are for transient boaters to visit Onancock, these resources are available for use by local boaters with the following stipulations:

- The slip or bulkhead must not have been reserved by a transient boater;
- The use of any slip or bulkhead is limited to four (4) hours;
- Upon arrival, the local boater must check in with the Harbormaster and provide the following information;
 - Name of primary contact,
 - Current cell phone number;
 - Current and valid credit card listing the primary contact,
- If the Onancock Wharf building is closed, there is no need to check in, but the time limit of four hours remains;
- Local boaters do not have access or permission to use the Wharf laundry or shower facilities;
- There is no overnight use permitted;
 - If the boat remains overnight, the current transient slip rental rates apply and will be charged by the Harbormaster when the Wharf opens;
- After 4-hours, the credit card on file will be charged \$5.00 per hour for slip rental;
- If the local boater occupies a slip or bulkhead reserved by a transient guest, the boater will be charged the full transient rental rate;
- No boater may tie up in such a manner as to obstruct the fuel area;
 - Any boater who ties up and restricts the ability for any other vessel to purchase fuel will be charged the full transient rental rate;
- In the event a boater occupies a slip without checking in with the Harbormaster and/or does not provide the information required herein, and the slip had been previously reserved (which would preclude the Town of Onancock to fulfill its contractual obligation to the transient customer), the Harbormaster may;
 - Charge the local boater the full transient rental fee,
 - Make note of the vessel's registration number and disallow future slip use,

- Upon multiple violations of this policy, begin proceedings allowed under state code §43-32 (b) to place a lien on said vessel for the amount of unpaid rental up to the maximum allowed by state code.

Definitions:

"boater" or "local boater" are terms used for any vessel not reserving a slip or bulkhead through the Onancock Wharf reservation system

"transient" refers to any vessel that reserved space at the wharf through the Onancock Wharf standard reservation system

"slip" and "floating dock" are interchangeable terms and refer to any floating dock, dock space, or bulkhead under the control of the Town of Onancock

"bulkhead" refers to the west-facing side of the wharf property (in front of the wharf building and/or the space adjacent to the parking area between the ramp and the building currently housing "Mallard's restaurant."

- (6) Waterborne commerce, including docks and areas for the receipt, temporary storage, trans-shipment and freighting of waterborne commerce.
- (7) Recreational activities primarily conducted on a waterfront provided that such uses shall be contiguous to a waterfront.
- (8) Bulk storage and freighting of petroleum.
- (9) Signs, as permitted in article XI of this chapter.
- (10) Public utilities. Poles, lines, transformers, pipes, meters and similar facilities; water and sewer distribution lines.

(Code 1989, § 24-46; Ord. eff. 6-5-1962; Ord. of 3-24-1997; Amd. of 7-14-1997)

Town of Onancock
Wharf - Financial Performance

	YEAR TO DATE				TOTAL YEAR					
	ACTUAL THROUGH SEPTEMBER 2020				LAST YEAR					
	Operations	Special Revenue	General Fund	BUDGET	Operations	Special Revenue	General Fund	Actual 2020	Actual 2019	Actual 2018
Revenue										
BOAT DOCKAGE FEES-MO	\$0	\$0	\$0	\$0	\$625	\$625	\$125	\$0	\$250	\$250
BOAT DOCKAGE FEES-TR	\$33,317	\$33,317	\$33,317	\$26,070	\$33,000	\$33,000	\$34,754	\$50,999	\$54,317	\$54,317
BOAT RAMP FEES	\$915	\$915	\$915	\$480	\$1,200	\$1,200	\$1,562	\$1,230	\$970	\$970
RAMP-ANNUAL DECAL	\$390	\$390	\$390	\$255	\$2,000	\$2,000	\$1,410	\$1,445	\$2,050	\$2,050
WHARF GASOLINE SALES	\$58,867	\$58,867	\$58,867	\$57,077	\$86,250	\$86,250	\$103,478	\$100,040	\$123,087	\$123,087
WHARF-OTHER	\$988	\$988	\$988	\$2,063	\$2,500	\$2,500	\$2,113	\$1,619	\$1,168	\$1,168
WHARF ELECTRIC	\$4,744	\$4,744	\$4,744	\$2,583	\$3,600	\$3,600	\$3,748	\$4,800	\$5,417	\$5,417
VPA GRANT	\$0	\$0	\$0	\$0	\$0	\$166,427	\$0	\$108,560	\$189,743	\$189,743
BIG GRANT	\$0	\$0	\$0	\$0	\$0	\$40,033	\$40,033	\$0	\$0	\$0
	\$99,221	\$0	\$99,221	\$88,529	\$129,175	\$335,635	\$147,190	\$268,693	\$377,002	\$377,002
Total Revenue										
Expenditures										
WHARF WAGES, TAX, BENEFITS	\$24,248		\$24,248	\$23,778	\$57,329	\$57,329	\$60,954	\$53,825	\$38,484	\$38,484
SQUARE CC FEES	\$1,920		\$1,920	\$0	\$0	\$0	\$1,776	\$2,592	\$764	\$764
ELECTRIC SERVICES	\$1,928		\$1,928	\$2,713	\$6,500	\$6,500	\$4,475	\$5,673	\$5,594	\$5,594
TELEPHONE	\$93		\$93	\$63	\$600	\$600	\$460	\$529	\$448	\$448
WHARF JANITORIAL SUP	\$263		\$263	\$350	\$1,000	\$1,000	\$582	\$877	\$1,150	\$1,150
REPAIR & MAINTENANCE	\$451		\$451	\$1,250	\$5,000	\$5,000	\$2,667	\$7,972	\$2,964	\$2,964
COST OF GAS/DIESEL S	\$41,671		\$41,671	\$44,161	\$63,750	\$63,750	\$75,757	\$74,815	\$93,817	\$93,817
COST OF MERCHANDISE	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$524	\$524
OTHER OPERATING SUPP	\$2,737		\$2,737	\$1,286	\$5,528	\$5,528	\$7,220	\$3,121	\$5,373	\$5,373
ADVERTISING & DUES	\$3,150		\$3,150	\$750	\$3,000	\$16,600	\$22,007	\$2,854	\$2,558	\$2,558
CAPITAL IMPROVEMENTS	\$1,877		\$5,896	\$15,302	\$15,302	\$225,000	\$209,698	\$143,991	\$223,931	\$223,931
Total Expenditures	\$78,340	\$4,019	\$82,359	\$89,652	\$158,009	\$421,807	\$175,898	\$296,249	\$375,607	\$375,607
Excess of Revenue over Expendit	\$20,881	-\$4,019	\$16,862	-\$1,123	-\$28,834	-\$86,172	-\$28,708	-\$27,556	\$1,395	\$1,395
Margin on Fuel	\$17,196			\$12,916	\$22,500		\$27,721	\$25,225	\$29,270	\$29,270
Revenue Less Exp. - Operations	\$20,881			\$14,179	-\$28,834		-\$28,708	\$7,875	\$35,583	\$35,583

Town of Onancock															
Police - Financial Performance															
	YEAR TO DATE						TOTAL YEAR								
	ACTUAL THROUGH SEPTEMBER 2020			LAST YEAR			BUDGET 2021		BUDGET 2020		ACTUAL 2019		ACTUAL 2018		
	Operations	Special Revenue	General Fund	Operations	Special Revenue	General Fund	Operations	Special Revenue	General Fund	Operations	Special Revenue	General Fund	Operations	Special Revenue	General Fund
Revenue															
TRAFFIC FINES	\$1,333		\$1,333	\$3,309	\$2,887	\$8,000	\$8,000	\$8,000	\$9,168	\$13,960	\$16,218				
LAW ENFORCEMENT FUND	\$11,884		\$11,884	\$11,081	\$8,139	\$46,500	\$46,500	\$46,500	\$53,426	\$38,052	\$46,788				
LAW ENFORCEMENT GRANT	\$0		\$0	\$71	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
LAW ENF. FUND-COVID	\$0		\$15,469	\$0	\$0	\$0	\$0	\$0	\$0	\$6,174	\$0				
Total Revenue	\$13,217		\$28,686	\$14,460	\$11,026	\$54,500	\$0	\$54,500	\$62,594	\$58,186	\$63,006				
Expenditures															
POLICE WAGES, TAX, BENIES	\$73,455		\$88,923	\$87,029	\$81,820	\$300,860	\$0	\$300,860	\$321,863	\$289,462	\$303,593				
TRAINING	\$2,527		\$2,527	\$1,771	\$4,935	\$6,500	\$6,500	\$6,500	\$2,333	\$3,231	\$4,007				
VEHICLE REPAIR	\$639		\$639	\$1,153	\$907	\$3,833	\$3,833	\$3,833	\$4,871	\$4,213	\$4,330				
COMPUTER MAINTENANCE	\$213		\$213	\$810	\$615	\$2,500	\$2,500	\$2,500	\$3,295	\$4,208	\$2,365				
TELEPHONE	\$550		\$550	\$824	\$1,011	\$3,360	\$3,360	\$3,360	\$2,739	\$4,030	\$2,366				
LINE OF DUTY INSURANCE	\$914		\$914	\$914	\$914	\$3,655	\$3,655	\$3,655	\$3,655	\$3,692	\$2,412				
TRAVEL	\$0		\$0	\$35	\$72	\$700	\$700	\$700	\$340	\$258	\$762				
OFFICE SUPPLIES	\$1,923		\$1,923	\$2,258	\$1,037	\$2,669	\$2,669	\$2,669	\$5,811	\$1,634	\$968				
VEHICLE FUEL	\$2,297		\$2,297	\$2,529	\$2,239	\$7,500	\$7,500	\$7,500	\$8,472	\$8,533	\$7,517				
UNIFORMS	\$304		\$304	\$782	\$577	\$2,000	\$2,000	\$2,000	\$2,709	\$4,198	\$4,958				
ANIMAL CONTROL	\$0		\$0	\$0	\$650	\$650	\$650	\$650	\$0	\$0	\$0				
POLICE SUPPLIES	\$82		\$82	\$2,211	\$2,010	\$7,000	\$7,000	\$7,000	\$7,698	\$7,363	\$6,723				
GRANTS	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
POLICE MESSENGER MAINT.	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
NEW POLICE VEHICLE	\$0		\$0	\$34,507	\$0	\$0	\$0	\$0	\$36,099	\$0	\$0				
Total Expenditures	\$82,903		\$98,372	\$134,824	\$96,787	\$341,227	\$0	\$341,227	\$399,885	\$330,822	\$370,476				
Excess of Revenue over Expendit	\$-69,686	\$0	\$-69,686	\$-120,363	\$-85,762	\$-286,727	\$0	\$-286,727	\$-337,291	\$-272,636	\$-307,470				

Town of Onancock
Sewer - Financial Performance

Revenue	ACTUAL THROUGH SEPTEMBER 2020			YEAR TO DATE			LAST YEAR	TOTAL YEAR					
	Special Revenue			General Fund				Operations	Budget 2021		Actual 2020	Actual 2019	Actual 2018
	Operations	Special Revenue	General Fund	Special Revenue	General Fund	Special Revenue			General Fund				
SEWER	\$389,114	\$389,114	\$389,114	\$253,832	\$233,814	\$956,119	\$880,718	\$903,625	\$870,183				
SEWER INSTALLATION	\$0	\$0	\$0	\$0	\$0	\$1,200	\$2,400	\$1,200	\$0				
SEWER PENALTY	\$3,027	\$3,027	\$3,027	\$2,794	\$2,655	\$13,400	\$12,670	\$10,979	\$13,799				
SEPTAGE	\$0	\$0	\$0	\$1,250	\$0	\$5,000	\$0	\$0	\$0				
SEPTAGE GRANT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
INTEREST	\$202	\$202	\$202	\$0	\$3,836	\$0	\$11,908	\$15,934	\$7,597				
DEQ GRANTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
MISC.	\$914	\$914	\$914	\$20	\$690	\$3,500	\$3,500	\$199,373	\$0				
FROM RESERVES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,260	\$3,560				
TRANSFERS IN	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Total Revenue	\$393,257	\$0	\$393,257	\$257,895	\$240,995	\$979,219	\$907,696	\$1,186,207	\$895,139				
Expenditures													
SEWER WAGES, TAX, BENES	\$69,919	\$69,919	\$69,919	\$68,630	\$68,459	\$246,304	\$248,559	\$244,800	\$241,029				
TRAINING	\$0	\$0	\$0	\$250	\$0	\$1,000	\$0	\$0	\$0				
VEHICLE REPAIR	\$501	\$501	\$501	\$22	\$31	\$2,000	\$2,813	\$2,000	\$1,006				
COLLECTION REPAIRS & MAINT.	\$29,619	\$29,619	\$29,619	\$28,397	\$17,605	\$95,947	\$58,492	\$100,405	\$86,751				
MEMBRANE REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
OUTSIDE CONTRACT - TESTING	\$10,056	\$10,056	\$10,056	\$8,440	\$7,430	\$33,900	\$29,843	\$14,750	\$22,683				
REPAIRS & MAINT.	\$0	\$0	\$0	\$63	\$0	\$1,000	\$348	\$348	\$4,040				
BILL PRINTING	\$0	\$0	\$0	\$63	\$0	\$250	\$0	\$0	\$758				
ADVERTISING	\$0	\$0	\$0	\$25	\$0	\$100	\$0	\$0	\$222				
ELECTRIC	\$21,907	\$21,907	\$21,907	\$23,162	\$17,769	\$90,000	\$69,047	\$87,374	\$74,772				
POSTAGE	\$378	\$378	\$378	\$239	\$126	\$1,000	\$527	\$748	\$500				
TELEPHONE	\$3,327	\$3,327	\$3,327	\$2,659	\$2,220	\$10,500	\$10,500	\$8,702	\$7,813				
INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
DUES & MEMBERSHIPS	\$2,970	\$2,970	\$2,970	\$2,730	\$2,909	\$4,200	\$4,476	\$4,299	\$1,598				
OFFICE SUPPLIES	\$116	\$116	\$116	\$0	\$0	\$1,500	\$868	\$2,259	\$158				
VEHICLE FUEL	\$809	\$809	\$809	\$1,090	\$1,168	\$3,000	\$3,216	\$2,609	\$2,414				
UNIFORMS	\$48	\$48	\$48	\$0	\$0	\$300	\$98	\$177	\$85				
RESERVE FOR CAPITAL	\$0	\$0	\$0	\$2,938	\$882	\$11,750	\$0	\$0	\$0				
LAB SUPPLIES	\$691	\$691	\$691	\$3,542	\$0	\$6,500	\$1,618	\$6,501	\$1,298				
WASTEWATER DISINFECTANT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,005	\$0				
PENALTIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
WASTEWATER CHEMICALS	\$9,616	\$9,616	\$9,616	\$3,470	\$3,777	\$26,000	\$28,295	\$31,791	\$26,135				
SAFETY EQUIPMENT	\$0	\$0	\$0	\$125	\$0	\$500	\$500	\$0	\$0				
HRSD TRANSITION COSTS	\$0	\$0	\$0	\$0	\$0	\$66,726	\$30,500	\$0	\$0				
DEPRECIATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
SEWER CAPITAL RESERVE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
MACHINERY & EQUIPMENT	\$0	\$0	\$0	\$125	\$0	\$500	\$0	\$0	\$0				
OUTDOOR BUILDING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
SEPTAGE RECEIVING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
INTEREST - VRLF 900	\$0	\$0	\$0	\$45,000	\$22,500	\$0	\$0	\$0	\$0				
INTEREST - VRA 5033	\$0	\$0	\$0	\$66,725	\$14,589	\$0	\$0	\$0	\$0				
INTEREST - USDA 2398	\$14,085	\$14,085	\$14,085	\$54,030	\$133,551	\$55,072	\$56,339	\$0	\$0				
PROFESSIONAL SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Total Expenditures	\$164,041	\$0	\$164,041	\$311,660	\$293,017	\$658,049	\$543,808	\$1,006,500	\$964,368				
Excess of Revenue over Expenses	\$229,216	\$0	\$229,216	-\$53,765	-\$52,022	\$321,170	\$363,888	\$179,707	-\$69,229				
Principle Portion of Bonds													
- VRLF 900	\$22,500		\$22,500			\$45,000	\$45,000	\$45,000	\$45,000				
- VRA 5033	\$108,060		\$108,060			\$1,945,075	\$2,161,194	\$1,973,192	\$2,020,084				
- USDA 2398	\$45,625		\$45,625			\$46,892	\$46,892	\$46,892	\$46,892				
Revenue in Excess of Exp. and Bond Principle	\$53,031		\$53,031			\$13,159	\$3,918,267	\$4,226,278	\$4,226,278				

2020 Prin. Reduction		2021 Balance		2020 Balance	
\$45,000	\$0	\$45,000	\$45,000	\$45,000	\$45,000
\$216,119	\$1,945,075	\$216,119	\$1,945,075	\$216,119	\$216,119
\$46,892	\$1,973,192	\$46,892	\$1,973,192	\$46,892	\$46,892
\$13,159	\$3,918,267	\$13,159	\$3,918,267	\$13,159	\$13,159
	Balance				

Town of Onancock

Town Operations - Financial Performance

Revenue	ACTUAL THROUGH SEPTEMBER 2020			YEAR TO DATE			TOTAL YEAR						
	Operations	Special Revenue	General Fund	BUDGET		LAST YEAR		Operations	Special Revenue	General Fund	Actual 2020	Actual 2019	Actual 2018
				Budget 2021	Actual 2020	Budget 2021	Actual 2020						
REAL PROPERTY	\$536		\$536	\$1,001	\$851	\$395,126		\$395,126		\$336,054	\$327,169	\$344,353	
REAL PROPERTY - REC'D >1/1, OR PY	\$1,900		\$1,900	\$2,511	\$3,086	\$28,500		\$28,500		\$35,026	\$37,719	\$11,752	
REAL PROPERTY - UTILITY CO.	\$0		\$0	\$0	\$0	\$17,000		\$17,000		\$16,748	\$17,288	\$17,270	
PERSONAL PROPERTY	\$68,265		\$68,265	\$67,883	\$68,265	\$164,000		\$164,000		\$164,923	\$157,877	\$183,970	
PERSONAL PROPERTY - REC'D >1/1 OR PY	\$376		\$376	\$1,538	\$2,067	\$17,500		\$17,500		\$23,513	\$18,141	\$394	
PERSONAL PROPERTY - UTILITY CO.	\$0		\$0	\$0	\$0	\$500		\$500		\$369	\$663	\$747	
PENALTIES	\$580		\$580	\$1,397	\$1,393	\$13,500		\$13,500		\$13,462	\$13,104	\$37,249	
PARADE	\$0		\$0	\$0	\$0	\$0		\$0		\$1,600	\$11,050	\$10,100	
LOCAL SALES TAX	\$33,913		\$33,913	\$15,252	\$23,564	\$52,500		\$52,500		\$81,114	\$77,255	\$72,843	
CONSUMER UTILITY TAX	\$13,434		\$13,434	\$13,757	\$13,236	\$55,000		\$55,000		\$52,915	\$54,710	\$55,963	
BUSINESS LICENSES	\$1,667		\$1,667	\$1,088	\$1,589	\$25,000		\$25,000		\$36,515	\$42,991	\$31,638	
VEHICLE DECALS	\$3,771		\$3,771	\$2,553	\$1,458	\$16,000		\$16,000		\$9,139	\$15,337	\$16,513	
BANK STOCK TAXES	\$0		\$0	\$0	\$0	\$27,500		\$27,500		\$27,207	\$37,922	\$35,787	
CELL PHONE TAX	\$19,682		\$19,682	\$20,455	\$20,284	\$82,000		\$82,000		\$81,315	\$84,398	\$90,582	
TRANS. OCCUPANCY TAX	\$6,574		\$6,574	\$5,067	\$4,500	\$13,000		\$13,000		\$11,546	\$25,530	\$15,607	
BUILDING/ZONING PERMITS	\$425		\$425	\$367	\$125	\$1,100		\$1,100		\$375	\$275	\$950	
MEALS TAX	\$47,444		\$47,444	\$38,014	\$52,160	\$100,000		\$100,000		\$137,212	\$168,341	\$155,306	
MEALS & TOT LATE FEES	\$1,470		\$1,470	\$0	\$150	\$0		\$0		\$1,389	\$5,963	\$5,200	
INTEREST	\$223		\$223	\$0	\$4,500	\$15,000		\$15,000		\$11,969	\$12,638	\$3,480	
RENTAL OF PROPERTY	\$3,060		\$3,060	\$3,084	\$3,000	\$12,500		\$12,500		\$12,160	\$125	\$385	
WATER TOWER RENTAL	\$0		\$0	\$0	\$0	\$0		\$0		\$6,850	\$6,850	\$6,850	
GRASS CUTTING	\$0		\$0	\$100	\$0	\$400		\$400		\$0	\$0	\$338	
TRASH REVENUE	\$9,548		\$9,548	\$33,683	\$14,656	\$90,000		\$90,000		\$39,160	\$72,417	\$74,710	
MISC.	\$735		\$735	\$5,028	\$11,110	\$8,500		\$8,500		\$18,781	\$14,001	\$8,410	
CARES ACT TOWN GRANT	\$0	\$69,181	\$69,181	\$0	\$0	\$0		\$0		\$0	\$0	\$0	
CDBG GRANT	\$0	\$4,000	\$4,000	\$0	\$0	\$0		\$0		\$0	\$0	\$0	
FIRE PROGRAM FUNDS	\$15,000		\$15,000	\$0	\$0	\$10,000		\$10,000		\$10,000	\$10,000	\$10,000	
LITTER CONTROL GRANT	\$0		\$0	\$0	\$0	\$1,031		\$1,031		\$814	\$1,033	\$370	
VA COMM OF THE ARTS	\$0		\$0	\$0	\$0	\$1,500		\$1,500		\$1,500	\$1,500	\$1,000	
FORESTRY GRANT	\$0		\$0	\$0	\$0	\$0		\$0		\$0	\$92,989	\$0	
GRANTS - OTHER	\$0	\$0	\$0	\$4,400	\$0	\$0		\$4,250		\$0	\$0	\$0	
Total Revenue	\$228,603	\$73,181	\$301,784	\$217,177	\$225,994	\$1,147,157		\$1,151,407		\$1,131,656	\$1,307,286	\$1,191,767	
Expenditures													
COUNCIL WAGES, TAX, BENIES	\$3,880		\$3,880	\$4,181	\$4,116	\$15,288		\$15,288		\$15,051	\$15,239	\$15,286	
ADMIN WAGES, TAX, BENIES	\$54,154		\$54,154	\$63,046	\$56,215	\$210,242		\$235,242		\$189,491	\$191,458	\$192,902	
STREET CREW WAGES, TAX, BENIES	\$12,095		\$12,095	\$12,220	\$11,958	\$44,736		\$44,736		\$43,058	\$38,666	\$35,606	
COUNCIL TRAVEL	\$25		\$25	\$250	\$0	\$1,000		\$1,000		\$0	\$846	\$220	
COMMUNITY PROMOTION	\$1,409		\$1,409	\$2,223	\$2,094	\$12,000		\$12,000		\$11,302	\$11,056	\$16,201	
TOWN BEAUTIFICATION	\$0		\$0	\$971	\$1,600	\$1,000		\$1,000		\$1,648	\$832	\$575	
MAIN STREET	\$0		\$0	\$0	\$0	\$15,000		\$15,000		\$15,000	\$5,000	\$4,609	
ESVA TOURISM	\$0		\$0	\$0	\$0	\$4,600		\$4,600		\$5,381	\$4,380	\$0	
AUDIT	\$0		\$0	\$0	\$0	\$16,750		\$16,750		\$16,750	\$16,750	\$16,750	
BANK FEES	\$711		\$711	\$804	\$766	\$2,000		\$2,000		\$1,921	\$1,881	\$6,924	
PAYROLL SERVICES	\$801		\$801	\$940	\$897	\$3,500		\$3,500		\$3,340	\$3,908	\$3,169	
TRAINING	\$0		\$0	\$1,456	\$915	\$2,250		\$2,250		\$1,414	\$1,674	\$1,255	
OFFICE EQUIPMENT AND SOFTWARE	\$10,689	\$6,848	\$17,537	\$7,323	\$6,662	\$21,169		\$21,169		\$19,257	\$24,069	\$13,598	

Town of Onancock
Town Operations - Financial Performance

	YEAR TO DATE			BUDGET	LAST YEAR		TOTAL YEAR					
	ACTUAL THROUGH SEPTEMBER 2020				Operations	Special Revenue	General Fund	Budget 2021		Actual 2020	Actual 2019	Actual 2018
	Operations	Special Revenue	General Fund					Special Revenue	General Fund			
PRINTING - VEHICLE DECALS	\$0	\$0	\$0	\$0	\$0	\$0	\$700	\$0	\$1,738	\$705	\$264	
ADVERTISING	\$259	\$259	\$781	\$842	\$842	\$2,500	\$2,500	\$2,500	\$2,695	\$2,574	\$1,411	
POSTAGE	\$763	\$763	\$697	\$349	\$349	\$5,000	\$5,000	\$5,000	\$2,505	\$3,268	\$2,890	
TELEPHONE	\$282	\$282	\$483	\$387	\$387	\$2,028	\$2,028	\$2,028	\$1,882	\$2,029	\$2,029	
TRAVEL	\$0	\$0	\$337	\$409	\$409	\$1,500	\$1,500	\$1,500	\$1,822	\$2,146	\$1,662	
DUES & MEMBERSHIPS	\$213	\$213	\$0	\$0	\$0	\$1,500	\$1,500	\$1,500	\$897	\$1,161	\$863	
OFFICE SUPPLIES	\$1,193	\$1,193	\$2,126	\$1,137	\$1,137	\$10,000	\$10,000	\$10,000	\$5,348	\$7,920	\$13,245	
HISTORIC ONANCOCK SCHOOL	\$0	\$0	\$7,500	\$0	\$0	\$7,500	\$7,500	\$7,500	\$0	\$0	\$0	
MISC.	\$58	\$58	\$256	\$228	\$228	\$2,200	\$2,200	\$2,200	\$2,579	\$3,006	\$4,075	
PARADE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,455	\$9,403	
TOWN ATTORNEY	\$0	\$0	\$3,500	\$1,948	\$1,948	\$3,500	\$3,500	\$3,500	\$1,948	\$5,940	\$6,291	
CONSULTANTS	\$0	\$0	\$3,812	\$2,130	\$2,130	\$5,000	\$5,000	\$5,000	\$2,794	\$3,291	\$2,018	
COURT FEES	\$0	\$0	\$179	\$60	\$60	\$250	\$250	\$250	\$84	\$0	\$141	
TOWN CODIFICATION	\$1,990	\$1,990	\$12,010	\$0	\$0	\$12,010	\$12,010	\$12,010	\$0	\$1,990	\$0	
VACORP	\$176	\$176	\$202	\$266	\$266	\$720	\$720	\$720	\$951	\$886	\$694	
INSURANCE - PROPERTY	\$8,627	\$8,627	\$11,876	\$8,729	\$8,729	\$34,508	\$34,508	\$34,508	\$25,363	\$32,918	\$36,863	
INSURANCE - VEHICLE	\$1,639	\$1,639	\$1,620	\$1,567	\$1,567	\$6,557	\$6,557	\$6,557	\$6,339	\$6,499	\$7,682	
SURETY BONDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
INSURANCE - PUBLIC OFFICIAL LIAB.	\$1,619	\$1,619	\$1,661	\$1,540	\$1,540	\$6,470	\$6,470	\$6,470	\$5,999	\$5,357	\$0	
INSURANCE - GENERAL LIABILITY	\$729	\$729	\$131	\$589	\$589	\$2,472	\$2,472	\$2,472	\$11,114	\$2,326	\$951	
INSURANCE - WORKERS COMP.	\$4,314	\$4,314	\$4,292	\$4,737	\$4,737	\$13,376	\$13,376	\$13,376	\$14,763	\$14,061	\$16,944	
COVID SMALL BUS. GRANTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
CONTRIBUTION TO FIRE DEPT.	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$22,500	\$22,500	
FIRE PROGRAM FUNDS	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	
MOSQUITO SPRAYING	\$1,105	\$1,105	\$1,347	\$3,150	\$3,150	\$5,000	\$5,000	\$5,000	\$11,690	\$1,800	\$3,294	
REPAIRS & MAINT.	\$1,848	\$1,848	\$63	\$0	\$0	\$250	\$250	\$250	\$0	\$0	\$0	
MOSQUITO CHEMICALS	\$0	\$0	\$450	\$0	\$0	\$1,800	\$1,800	\$1,800	\$0	\$0	\$0	
WEED CONTROL CONTRACT	\$0	\$0	\$0	\$0	\$0	\$4,200	\$4,200	\$4,200	\$4,150	\$4,150	\$3,746	
VEHICLE REPAIR	\$44	\$44	\$357	\$217	\$217	\$2,000	\$2,000	\$2,000	\$1,215	\$838	\$806	
ELECTRICITY - STREET LIGHTS	\$6,405	\$6,405	\$6,551	\$5,528	\$5,528	\$30,000	\$30,000	\$30,000	\$25,314	\$24,710	\$25,502	
STREET REPAIR	\$1,369	\$1,369	\$65	\$27	\$27	\$33,750	\$33,750	\$33,750	\$14,310	\$5,069	\$11,688	
SMALL EQUIPMENT REPAIR	\$84	\$84	\$118	\$75	\$75	\$200	\$200	\$200	\$127	\$108	\$115	
UNIFORMS	\$0	\$0	\$0	\$0	\$0	\$200	\$200	\$200	\$200	\$200	\$153	
CAN LINERS	\$773	\$773	\$319	\$187	\$187	\$1,200	\$1,200	\$1,200	\$703	\$601	\$1,869	
SAFETY/STREET SIGNS	\$217	\$217	\$164	\$276	\$276	\$300	\$300	\$300	\$505	\$436	\$272	
VEHICLE MAINTENANCE	\$20	\$20	\$2,943	\$6,874	\$6,874	\$3,000	\$3,000	\$3,000	\$7,007	\$3,727	\$670	
TRASH COLLECTION	\$33,153	\$33,153	\$24,900	\$24,869	\$24,869	\$100,000	\$100,000	\$100,000	\$99,873	\$97,728	\$92,842	
REPAIRS & MAINT. - SOLID WASTE	\$28	\$28	\$759	\$1,013	\$1,013	\$1,000	\$1,000	\$1,000	\$1,336	\$1,351	\$351	
VEHICLE FUEL	\$1,852	\$1,852	\$834	\$820	\$820	\$3,000	\$3,000	\$3,000	\$2,952	\$3,949	\$2,822	
CHIPPER - REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
ELECTRICITY - TOWN HALL & OTHER PROP	\$1,705	\$1,705	\$2,221	\$1,538	\$1,538	\$5,500	\$5,500	\$5,500	\$3,809	\$3,998	\$4,271	
HEATING OIL - TOWN HALL & OTHER PROP	\$0	\$0	\$0	\$0	\$0	\$3,500	\$3,500	\$3,500	\$3,169	\$4,218	\$2,666	
JANITORIAL SUPPLIES	\$134	\$134	\$275	\$242	\$242	\$1,500	\$1,500	\$1,500	\$1,320	\$400	\$926	
JANITORIAL SERVICES	\$875	\$875	\$625	\$625	\$625	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250	
REPAIRS & MAINT - B&G	\$784	\$784	\$799	\$1,009	\$1,009	\$6,000	\$6,000	\$6,000	\$7,577	\$5,046	\$3,326	
ELECTRICITY - HOLIDAY	\$72	\$72	\$80	\$79	\$79	\$250	\$250	\$250	\$245	\$333	\$153	
REPAIRS & MAINT. - HOLIDAY	\$42	\$42	\$0	\$0	\$0	\$700	\$700	\$700	\$107	\$161	\$766	

Town of Onancock

Town Operations - Financial Performance

	YEAR TO DATE				TOTAL YEAR					
	ACTUAL THROUGH SEPTEMBER 2020		BUDGET		LAST YEAR		Actual 2020		Actual 2019	Actual 2018
	Operations	Special Revenue	General Fund	Operations	Special Revenue	General Fund	Operations	Special Revenue		
GRASS CUTTING CONTRACT	\$0	\$0	\$0	\$0	\$0	\$6,300	\$6,300	\$6,210	\$5,765	\$3,195
ELECTRICITY - PARKS	\$427	\$427	\$383	\$321	\$321	\$1,500	\$1,500	\$1,257	\$1,165	\$861
REPAIRS & MAINT. - PARKS	\$90	\$90	\$50	\$22	\$22	\$250	\$250	\$112	\$319	\$137
SMALL EQUIPMENT REPAIR - PARKS	\$0	\$0	\$22	\$9	\$9	\$100	\$100	\$43	\$74	\$0
PLANTING & LANDSCAPING - PARKS	\$268	\$268	\$0	\$0	\$0	\$2,550	\$6,500	\$831	\$1,601	\$0
HOLIDAY DECORATIONS	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500	\$6,590	\$1,077	\$11,913
CULTURAL ENRICHMENT	\$1,250	\$1,250	\$1,083	\$1,000	\$1,000	\$3,250	\$3,250	\$3,000	\$3,000	\$2,000
CDBG CONSULTANTS	\$409	\$409	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRANSFERS OUT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$1,450	\$1,450	\$4,155	\$1,844	\$1,844	\$20,000	\$20,000	\$8,875	\$30,844	\$20,833
BANK BUILDING LOAN	\$8,927	\$8,927	\$6,696	\$6,695	\$6,695	\$26,782	\$26,782	\$26,781	\$22,899	\$21,992
RURAL DEVELOPMENT LOAN	\$0	\$0	\$0	\$1,758	\$1,758	\$0	\$0	\$4,100	\$6,701	\$6,497
INTEREST - GO BOND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,882	\$4,790
INTEREST - CAR LOAN	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$330	\$539
Total Expenditures	\$168,957	\$73,181	\$242,138	\$168,317	\$168,317	\$772,158	\$803,658	\$693,832	\$694,174	\$681,564
Excess of Revenue over Expenditures	\$59,647	\$0	\$59,647	\$57,677	\$57,677	\$374,999	\$347,749	\$437,824	\$613,112	\$510,203
Wharf	\$20,881	-\$4,019	\$16,862	\$30,262	\$30,262	-\$28,834	-\$86,172	-\$28,708	-\$27,556	\$1,395
Police	-\$69,686	\$0	-\$69,686	-\$120,363	-\$120,363	-\$286,727	-\$286,727	-\$337,291	-\$272,636	-\$307,470
Operations	\$59,647	\$0	\$59,647	\$57,677	\$57,677	\$374,999	\$347,749	\$437,824	\$613,112	\$510,203
Town General Fund	\$10,842	-\$4,019	\$6,823	-\$32,424	-\$32,424	\$59,438	-\$25,150	\$71,825	\$312,920	\$204,128
Water	\$42,073	\$0	\$42,073	\$106,267	\$106,267	\$106,267	\$106,267	\$132,540	\$49,923	\$33,413
Water Bond Principle	-\$4,376	\$0	-\$4,376	-\$119,426	-\$119,426	-\$119,426	-\$119,426	-\$119,426	-\$119,426	-\$119,426
Sewer	\$229,216	\$0	\$229,216	\$321,170	\$321,170	\$321,170	\$321,170	\$363,888	\$179,707	-\$69,229
Sewer Bond Principle	-\$176,185	\$0	-\$176,185	-\$308,011	-\$308,011	-\$308,011	-\$308,011	-\$308,011	-\$308,011	-\$308,011
Town Other Governmental Fund	\$90,728	\$0	\$90,728	\$0	\$0	\$0	\$0	\$68,991	-\$197,807	-\$463,253



TOWN OF ONANCOCK

15 North Street
Onancock, VA 23417

Town Manager Report to Onancock Town Council

Period ending October 26, 2020

Town Manager

- White Oak and Blacksmith Planting Projects:
 - Both projects are well underway.
- HRSD
 - Met with Counsel and also leadership with HRSD to begin discussions on contract negotiations
- Ramp project update:
 - Murtech submitted the low bid and they meet the criteria required for contractors.
 - Onancock is presenting before the County Wetlands Committee to secure their approval to move forward with other agency permits
- DHCD Small Business Grant:
 - Onancock was awarded the CDBG COVID-19 Small Business grant. This allows for \$10,000 of rent/mortgage support and up to \$5,000 for retooling and technology costs. We have up to \$450,000 to distribute to small businesses and we receive up to \$45,000 to administer the grant, which will be shared with Onancock Main Street Initiative, based on level of effort.
- FEMA COVID-19 Relief Funds
 - FEMA COVID-19 funding is limited to reimbursement for expenditures incurred during the period of March 12 – Sept. 14. An application has been filed and no formal response has been given.
- VDEM Grants:
 - We are pursuing funding opportunities for stormwater management and a generator for the police department. We are also looking into the possibility of demolition of the large building behind the School. No action will be taken without substantial involvement from HOS leadership. We are simply researching possibilities.
- Clean Water Grant
 - There is a grant for which we may qualify relating to the protection of Town clean drinking water.
- Our contract with Davis Disposal is up and we have negotiated a new rate.
- Attended Planning Commission, Waterfront, OBCA, Tree Board, County Supervisors, OMSI, and HRSD meetings

Department of Public Works

- The generator at the South St pump station is failing and we are receiving quotes to repair/replace
- The sewer blockage in the line on Market St near the Wharf was repaired by Town staff.
- There is a water repair under Market St Uptown.



TOWN OF ONANCOCK

15 North Street
Onancock, VA 23417

- Paving repairs to the pavement cuts will be made (weather and asphalt availability) as soon as the repair to Uptown is complete.
- Responded to over a dozen Miss Utility calls, performed several water meter and courtesy leak checks

Wharf

- Begin preparing the work to complete projects associated with BIG grant of \$40,034
- Maintenance projects for off-season is being compiled.

Police Department

- We prepared a 3-year plan using compensation comparison with other agencies on the Shore, and also looked at a vehicle replacement strategy.
- The Department was busy with calls to support other agencies, minor COVID complaints, local disturbances, assaults, group fights, auto accidents, theft, and domestic complaints.